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FOI/PA# 1308978-0

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196C-1988-1

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MAY 24 1983	
FBI - NEW YORK	

Memorandum

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To : SAC, CHICAGO (196-0) ✓

Date 5/13/83

From : SA [redacted] Squad 5-B

Subject : LUIS KUTNER
CHICAGO ATTORNEY
INFORMATION CONCERNING.

REFERENCE: Personal Letter of Mr. Luis Kutner to
Mr. William Webster
Dated 5/5/83
(Attached)

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As a way of background information, SA [redacted] during the investigation of [redacted] the subject of Chicago espionage case number 65-5599, met Luis Kutner in 1981. Kutner was retained by [redacted] to assist in obtaining a renewal of [redacted] visa. Previously, [redacted] refused to cooperate in a joint CIA/FBI interview; and after both agencies reported their results, the United States Department of State refused to grant [redacted] reentry to the United States. [redacted] has all his relatives in Chicago but currently lives in Canada. Kutner was marginally helpful in negotiations when it appeared that [redacted] may have had a change of heart. After about two months of dealing with [redacted] through Kutner, no deal was made; and contact with both Kutner and [redacted] discontinued. This happened in early 1982.

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In either January or February, 1983, Kutner called this writer and said he was the victim of a "scam." SA [redacted] spent nearly two hours listening to Kutner explain how he had been defrauded by a Mr. Harry Robotis. From the outset of his explanation, it appeared to SA [redacted] to be a civil matter. Basically, Kutner initiated contact with Mr. Harry Robotis and asked to assist Robotis in refinancing a business of Robotis. Kutner personally loaned Robotis money on three separate occasions from about January, 1982 through August, 1982. The three loans were \$15,000, \$25,000, and \$30,000. The first two loans were paid back with no argument from Kutner. The matter at issue is the repayment of the third loan of \$30,000.

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This writer has had two or three consultations about this case with SSA [redacted] and SA [redacted] regarding the merits of this case as a prosecutable Fraud by Wire case. It was the

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consensus of both [] and [] that Robotis did not defraud Kutner but simply had a business deal go sour. Additionally, Robotis has repaid Kutner nearly \$20,000, which was verified by checks provided to this writer by Robotis on May 10, 1983. Robotis willingly admits he still owes Kutner about \$10,000.

In fairness to Kutner and with the full knowledge of SSA [], this writer interviewed Robotis and telephoned both [] and [] for additional information on the allegations. None of the additional investigation appeared to support Kutner's allegation of a scam. The jargon "Fraud by Wire" was obviously picked up by Kutner during his numerous conversations with SA []. During the last three or four months, Kutner has called SA [] a minimum of twice a week. SA [] has personally visited Kutner at least six times. During all this negotiation, SA [] was given piece after piece of correspondence supposedly in support of Kutner's allegation.

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SA [] finally realized that Kutner was restating his position and somehow hoping that the FBI's involvement would persuade Robotis to repay the loan. SA [] has totally discontinued any contact with Kutner. SA [] tried to evaluate the merits of the allegations with every intention of assisting Kutner; however, the point was reached when it became obvious that the FBI could not be of service.

It is the opinion of SA [] that Kutner tried to overwhelm Robotis as some hotshot business consultant and have Robotis pay him large retainer fees and percentages of profits. It appears that Robotis did accept Kutner's offers for money and act in good faith but obviously isn't a very good businessman.

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Kutner's allegations of "Fraud by Wire" seem totally unfounded, and his reversal and attack on SA [] seems to be out of desperation. This memo is written as support for this writer should any further action be taken by Kutner against this writer.

LAW FIRM OF
LUIS KUTNER

TELEPHONE STATE 2-1946
CABLE: LUKUT

BANKERS BLDG.
23RD FLOOR
105 WEST ADAMS STREET
CHICAGO 60603

com
May 5, 1983

Mr. William Webster
Director, Department of Justice
Criminal Division
Washington, D.C.

Dear Judge Webster:

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Re: Harry V. Robotis

[REDACTED]
[REDACTED]
[REDACTED]

1. I am a victim of a fraud by wire by Harry V. Robotis aided and abetted by the others above captioned.

2. I complained to FBI Agent [REDACTED] on or about January 15, 1982. I met [REDACTED] about a year and a half ago when he was interviewing [REDACTED] in my office. [REDACTED] was an [REDACTED] and was living in Toronto. [REDACTED] was prepared to cooperate with the FBI providing certain conditions were met. [REDACTED] wished to be compensated for his cooperation.

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3. [REDACTED] interviewed Robotis. Robotis, [REDACTED] stated, advised that he had returned the monies obtained from me and would produce checks to verify that. Robotis had the assistance of his lawyer in this interview.

4. Subsequently, I overheard at Roditys Restaurant (Greek) that Robotis was bragging that he "screwed" the FBI. The Greek word used was "garmisved".

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5. I reported this to [REDACTED] who then informed me that he advised Robotis "he had nothing to fear" if he could produce the checks showing the return of my monies. To date Robotis has failed to verify his statement which was a bald faced lie.

Mr. William Webster

-2-

May 5, 1983

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6. Since the initial meeting with [] in the Robotis matter, there has been an incredible procrastination in proceeding with this matter to investigate my allegations of fraud by wire; and also that Robotis violated Title 31 - Section 1101 (transporting money or money instruments in excess of \$5,000 to Greece).

7. I wrote to Mr. Webb twice during the month of April seeking cooperation to expedite the inquiry. No response from Mr. Webb to date.

8. Yesterday, May 4th, [] stated that he had no experience in fraud by wire cases and knew nothing about Title 31 - Section 1101. I gave [] a copy of the statute to read. This was his first experience with Title 31.

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9. [] stated that the matter had been checked with other agents and also with the U.S. Attorney's office and they concluded that it was a civil matter.

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10. I inquired why there was no action taken against Robotis for violating Title 31, Section 101. [] stated "In a bureaucracy like the FBI, matters like transporting money out of the country is usually not taken too seriously."

11. Investigation will disclose that [] [] Treasure Island, may well [] Kronos Importing Company (of which Robotis was president) as a device to avoid customs charges.

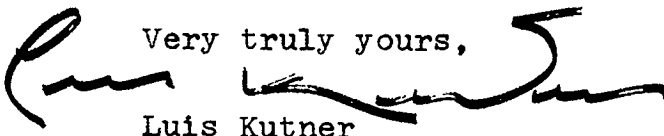
12. Robotis stated on several occasions that the [] Kronos Importing Company as a burial ground for customs charges and income taxes.

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12. I am requesting the assignment of competent agents who are familiar with fraud by wire cases and who will seriously investigate my allegation that Robotis violated Title 31, Section 1101. .

Thank you for your cooperation.

Very truly yours,



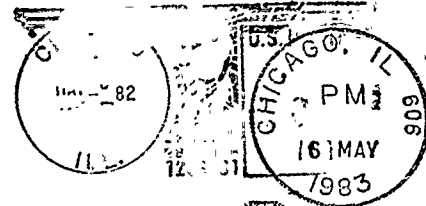
Luis Kutner

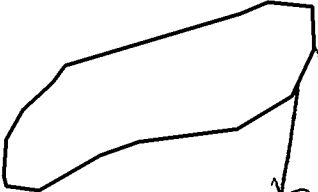
LK/h

cc: Attorney General William French Smith - Washington, D.C
Mr. Edward D. Hegarty, Federal Bureau of Investigation-Chicago
United States Attorney Dan Webb - Chicago, Ill.

LAW FIRM OF
LUIS KUTNER
BANKERS BLDG.
105 WEST ADAMS STREET
CHICAGO, ILLINOIS 60603

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1. 
Post Office
Mr. Edward D. Hegarty
Federal Bureau of Investigation
Room 905
219 South Clark Street
Chicago, Ill. 60604

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FBI - CHICAGO	
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U.S. Department of Justice

United States Attorney
Northern District of Illinois

United States Courthouse
Chicago, Illinois 60604

DKW:JG:jb

May 12, 1983

Luis Kutner, Esquire
Bankers Building
23rd Floor
105 West Adams Street
Chicago, Illinois 60603

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Dear Mr. Kutner:

I have received your letter dated April 19, 1983 regarding Harry V. Robotis. You stated in earlier correspondence that you have been in contact with [redacted] of the FBI. That office is the appropriate channel for you to go through. Our involvement in the matter, if any, would most likely initiate from an FBI recommendation.

Very truly yours,

DAN K. WEBB
United States Attorney

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BY:

[redacted]
Paralegal Specialist

cc: [redacted]
Federal Bureau of Investigations
219 South Dearborn - 9th Floor
Chicago, Illinois 60604

LAW FIRM OF
LUIS KUTNER

TELEPHONE STATE 2-1946
CABLE: LUKUT

APR 19 1983 BANKERS BLDG.
23RD FLOOR
105 WEST ADAMS STREET
CHICAGO 60603

April 19, 1983

IN RE: HARRY V. ROBOTIS

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Dear Mr. Webb: I wrote you on APRIL 7th, with reference to the above persons whom I accused of working a "SCAM".

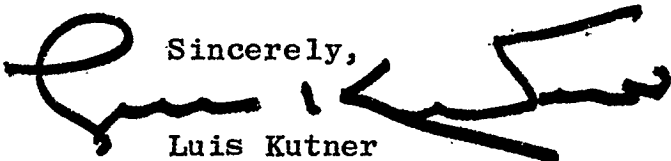
[redacted] expresses a tentative view point that this is a CIVIL MATTER.

I should like to have a review of my FILES and of the facts in this case with one of the MEMBERS of your STAFF.

There is ^{also} a clear violation of TITLE 31, - SECTION 1101. This violation is overwhelmingly clear and unmistakable.

Please give this your earliest attention.

Sincerely,


Luis Kutner

Mr. Dan K. Webb
United States Attorney
219 South Dearborn
Chicago, Illinois 60604

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LK js

cc: [redacted]

219 South Dearborn Street
Chicago, Illinois 60604
May 20, 1983

Honorable Dan K. Webb
United States Attorney
Department of Justice
Fifteenth Floor - South
Everett McKinley Dirksen Building
219 South Dearborn Street
Chicago, Illinois 60604

Attention: Assistant United States Attorney
[redacted]

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Dear Mr. Webb:

This letter is to confirm the conversation
between Assistant United States Attorney (AUSA) [redacted]
[redacted] of your office and Special Agent (SA) [redacted]
[redacted] of our office on May 18, 1983, wherein SA [redacted]
advised AUSA [redacted] of the following facts:

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Luis Kutner, Esquire, Bankers Building, 23rd
Floor, 105 West Adams Street, Chicago, Illinois 60603,
called SA [redacted] in January of 1983 complaining
about being a victim of a "scam." The facts as stated to
SA [redacted] were that, basically, Kutner initiated contact
with Mr. Harry Robotis in refinancing a business of
Robotis. Kutner personally loaned Robotis money on
three separate occasions from about January, 1982
through August, 1982. The three loans were \$15,000,
\$25,000 and \$30,000. The first two loans were paid
back with no argument from Kutner. The matter at issue
was the repayment of the third loan of \$30,000. SA [redacted]
listened to all the facts and advised Kutner that his
complaint was a civil matter. SA [redacted] conferred
with SA [redacted], Supervisor, White Collar
Crime Squad, Federal Bureau of Investigation (FBI),

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[redacted]

LLS

~~Henry Robertis,
Luis Luytner - victim
Possible APW (C)
DO:CG~~

~~03/19/93
5/2/93
Cem~~

regarding the merits of this case as a prosecutable Fraud By Wire case. SA [] agreed with [] that Robotis did not defraud Kutner but simply had a business deal go sour. Additionally, Robotis has repaid Kutner nearly \$20,000, which was verified by checks shown to [] on May 10, 1983. Robotis willingly admits he still owes Kutner about \$10,000. SA [] interviewed Robotis and two other individuals for additional information on the allegations. None of the additional investigation appeared to support Kutner's allegations of a scam.

On May 5, 1983 Kutner wrote to Judge Webster, Director of the FBI, with a carbon copy sent to Attorney General William French Smith, Mr. Edward D. Hegarty, FBI - Chicago, and United States Attorney Dan Webb - Chicago. He was complaining about the "procrastination in proceeding with this matter to investigate my allegations of fraud by wire," and also that Robotis violated Title 31, Section 1101 (transporting money or money instruments in excess of \$5,000 to Greece.)

Kutner was unable to show evidence of cash being transported to Greece but rather was able to show evidence of bills of lading and other evidence of financial transactions which are legitimate business transactions and not prohibited under Title 31, Section 1101.

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Based on the facts presented to her, AUSA [] advised that she is recommending that prosecution be declined in this case because of the lack of evidence of criminal intent on the part of Robotis in his business dealings with Kutner. She advised that Kutner does have civil alternatives to pursue since Robotis admits to owing Kutner \$10,000. She advised that the evidence of financial transactions were not a violation of federal law, particularly in regards to Title 31, Section 1101.

In view of the above stated facts, no further investigation is being conducted by this office.

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Very truly yours, .
EDWARD D. HEGARTY
Special Agent in Charge .

By: []
Supervisory Special Agent

x Airtel

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5/24/83

TO: DIRECTOR, FBI
(Attention: [redacted], CID -
White Collar Crime
Ext. 5658).

FROM: SAC, CHICAGO (196C-new) (C) (Squad 7C)

HARRY V. ROBOTIS;
FBW - Possible;
OO: CHICAGO

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Enclosed for the Bureau are 2 copies each of
memo dated 5/13/83 written by SA [redacted] and
2 copies of declination letter dated 5/20/83.

On 5/18/83, AUSA [redacted] declined
prosecution in the above captioned matter. Thus, no
further investigation will be conducted by this office.

2 - Bureau (Encl 4)
1 - Chicago

DRS/ns
(3) *nt*

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File
5/24/83
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[redacted] *EX-5*

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196-1988-5

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JUN 15 1983	
FBI-CHICAGO	
	<i>DKC</i>

REP A
to

274
6/15/83

LAW FIRM OF
LUIS KUTNER

TELEPHONE STATE 2-1946
CABLE: LUKUT

BANKERS BLDG.
23RD FLOOR
105 WEST ADAMS STREET
CHICAGO 60603

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June 10, 1983

Re: Harry V. Robotis et al

Dear [REDACTED]: I write you this memo in light of our conversation last Wednesday which clearly disclosed that you and undoubtedly [REDACTED] in-advertently and erroneously misconstrued the factual evidence.

1) You state that ROBOTIS paid me \$20,000.00 on the \$30,000.00 NOTE which he executed as well as forging [REDACTED].

2) If ROBOTIS paid me \$20,000, he would certainly have insisted upon reducing the NOTE with each payment since he is an extremely skilled businessman.

3) ROBOTIS agreed to pay the interest on the LOAN which was obtained from the CONTINENTAL BANK for HIM and KRONOS.

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4) ROBOTIS paid monthly interest for AUGUST, SEPTEMBER, OCTOBER and NOVEMBER. In December, [REDACTED] paid the monthly interest for him. In January, 1983, [REDACTED] again gave me a check for the monthly bank interest which was returned N.S.F.

5) ROBOTIS asked my cooperation for JANUARY, FEBRUARY and MARCH because he had started a new business and with assurances that the \$30,000.00 LOAN to HIM and KRONOS would be repaid.

6) On March 16, 1983, ROBOTIS came into the office and paid \$200.00 cash. When I demanded payment of the \$30,000, he made the statement "That is your worry." I promptly telephoned [REDACTED] and reported that statement. I requested that he proceed to act upon my COMPLAINT.

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7) I learned that [REDACTED] confirmed that he comforted ROBOTIS with the statement "You have nothing to worry about." [REDACTED] stated that ROBOTIS claimed he had repaid the \$30,000 INDEBTEDNESS to me.

June 10, 1983

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8) The inducing event that me to lend ROBOTIS/KRONOS \$30,000 was the BUY/SELL LETTER OF INTENT between [] and ROBOTIS.

9) I refused to give any more FINANCING, unless I saw some evidence that [] were going to sell KRONOS to ROBOTIS which would be the COLLATERAL for the LOAN from ASSOCIATES FINANCING.

10) There was a great deal of pressure about ROBOTIS going to GREECE in August to engage in BUYING for INTERNATIONAL GOURMET, the corporation I caused to be organized because KRONOS had no credit acceptance for any financing.

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11) I personally delivered the FINANCE DOCUMENTS furnished by ASSOCIATES to [] at []

12) On August 2, when a check for \$30,000 was given to ROBOTIS due to LOAN ARRANGEMENTS with the CONTINENTAL BANK, ROBOTIS rented office space in my suite to assure me that the new corporation would operate out of my suite and I would be privy to the new corporation's import business.

13) When ROBOTIS was in GREECE, there were several phone calls intracountry with ROBOTIS assuring me that he was engaging in high buying and would need a new CUSTOMS BROKER to handle the great volume of shipments. I arranged this with RADIX, the largest customs broker in this area.

14) When ROBOTIS returned from GREECE, I escorted him to RADIX and he met with a committee and stated that there would be GREAT SHIPMENTS coming from GREECE and that he wanted to explain the business to them.

15) Without going further, you have the rest of the material; there is no doubt that [] AND [] all aided and abetted in the SCHEME and ARTIFICE to DEFRAUD involving FRAUD BY WIRE.

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16) I have stressed repeatedly that ROBOTIS violated TITLE 31, SECTION 1101.

17) [] admitted he knew nothing about FRAUD BY WIRE or the program of SCHEME and ARTIFICE TO DEFRAUD.

June 10, 1983

(18.) I met [redacted] when there was some investigation going on in the CASE of [redacted] the alleged head of the [redacted] now living in TORONTO, and barred from coming to the STATES, has been ready and willing to cooperate with the FBI on conditions he has laid down and that is still an open matter.

agents who are skilled.

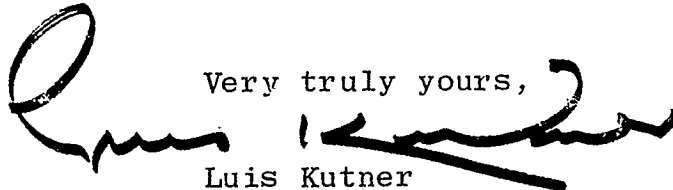
I hope that you will assign

ation.

I look forward to your cooper-

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Very truly yours,



Luis Kutner

[redacted]
Federal Bureau of Investigation
Room 905
219 South Clark Street
Chicago, Illinois 60603

LK/h

CC: Mr. William Webster
Department of Justice
The J. Edgar Hoover Building
Washington, D.C.

LAW FIRM OF
LUIS KUTNER
BANKERS BLDG.
105 WEST ADAMS STREET
CHICAGO, ILLINOIS 60603

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PERSONAL

[Redacted]
Federal Bureau of Investigation
219 South Clark Street
Room 905
Chicago, Illinois 60603

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 7/1/83

Luis Kutner, Attorney at Law, was contacted at his office located at 105 West Adams Street, Suite 2370, Chicago, Illinois, 60603, telephone number 312/782-1946, concerning his allegations against Harry V. Robotis et al. Kutner advised that the facts of the fraud had previously been misconstrued by the Federal Bureau of Investigation (FBI) and had caused the United States Attorney's Office to erroneously decline prosecution in this matter.

Kutner was asked to relate the facts of his complaint as if for the first time. He advised that through [redacted] he learned that Treasure Island,

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[redacted] expand or to go public. Kutner advised that he talked with [redacted] a broker at Bache, Halsey, Stuart Shields, Inc., [redacted] for Treasure Island. Kutner advised that he then talked with [redacted] and told them that [redacted] for them if they were interested.

[redacted] told him that Treasure Island [redacted] but that Kronos Importing, Inc. [redacted] advised that [redacted] Kronos and that Harry Robotis owned the remaining 49%. [redacted] stated that Kutner should contact Robotis concerning this loan.

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Kutner advised that he met with Robotis. Robotis told Kutner that Kronos had one outstanding debt to the Bank of Ravenswood for about \$500,000. Robotis said that Kronos would like to borrow \$650,000 in order to pay off the loan and to have money for working capital. Kutner told Robotis that he would have to review the financial statements for Kronos before he could attempt to obtain a loan. Robotis agreed but [redacted] Kronos, refused to turn over the records to Kutner. Kutner

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Investigation on 6/23/83 at Chicago, Illinois File # Chicago 196C-1988-6

by SA [redacted] ns Date dictated 6/30/83

CG 196C-1988

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advised that he told Robotis about [] lack of cooperation. Robotis told Kutner he'd see what he could do. Later Robotis told Kutner that [] had quit and that it was probably better since he wasn't a very good accountant. Kutner stated that he recommended [] and his partner, [] to be the new auditors for [].

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Kutner stated that he discussed this loan with [] Walter Heller. Kutner stated that [] told him to contact [] Walter Heller. Kutner took [] to [] so that he could review their financial statements. [] concluded that Walter Heller could not handle the loan due to the fact that Kronos had some very old accounts receivable.

Kutner advised that originally his arrangement with Robotis was for 5% of the total amount of the loan. Kutner said that after Heller turned down the loan in February, 1982, the arrangement was changed and that he was hired as business counsel for Kronos at a salary of \$6,000 a month.

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Kutner advised that he then approached [] Bank of Barclay on LaSalle Street in an attempt to obtain a loan to refinance [] advised that they don't consider loans that are less than one million dollars.

Kutner advised that he then went to [] from Associates Commercial Corporation. [] felt that if Kronos could collect on some of the old (over 60 days) accounts receivable coupled with the strong Kronos inventory, Associates Commercial Corporation would be able to finance the loan. Kutner advised that [] is presently [] with the Bank of Chicago, 1050 Wilson Avenue, Chicago, Illinois, 60640, telephone [].

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Robotis told Kutner that since the Associates Commercial Corporation was willing to finance the loan that he wanted to take the opportunity to buy out []

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Kutner presented the idea to [] They told Kutner that [] Kronos if financing was arranged that would ensure that they [] Kronos.

Kutner stated that Robotis was planning to move the assets of Kronos to a newly formed corporation called International Gourmet after the sale was complete. Kutner stated that he obtained the charter for International Gourmet and Robotis opened accounts for International Gourmet at both Standard Charter Bank and American National Bank.

Kutner stated that in May of 1982 he talked with [redacted] to confirm that [redacted] Kronos to Robotis.

Kutner contacted [redacted] Attorney for [redacted] and told him to draw up a letter of intent for [redacted] Kronos to Robotis. [redacted] sent Kutner two letters of intent but he signed them rather than the [redacted]. Kutner returned these for the proper signatures.

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In June of 1982, Robotis asked Kutner for a \$15,000 loan for a pepper deal in Indiana. Robotis repaid the loan.

In July of 1982, Kutner arranged for a \$30,000 personal loan at the Continental Bank which he loaned to Robotis. Robotis repaid the loan.

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In July Robotis told Kutner that it was important for him to go to Greece to sign contracts for peppers with [redacted]. Robotis wanted Kutner to advance him a \$30,000 loan. Kutner told Robotis he would have to talk with [redacted] about the buy/sell letter of intent because without it he would not make an additional loan to Robotis.

On July 30, 1982 Robotis brought a copy of a buy/sell agreement to Kutner. Robotis told Kutner that "now that we got this going, I want to rent space in your office beginning August, 1982 for \$500.00 a month." Kutner stated that he felt confident that the deal would materialize so he took out another \$30,000 loan from Continental to lend to Robotis. Kutner advised that Robotis went to American National Bank and got cashier's checks, one for \$12,000 and one for \$14,000. Kutner stated that Robotis took these checks to Greece which is the basis for the allegation of a violation of Title 31, Section 1101.

CG 196C-1988

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On August 3 or August 4, 1982, Robotis told Kutner that because [] he was going to take his family with him to Greece. He stated that he would be returning on August 24, 1982. Robotis told Kutner to get passports so that both he [] would be able to come to Greece to close the deals. Kutner advised that Robotis left for Greece on August 9, 1982. Before he left Robotis told Kutner when he returned from Greece "we'll close deals with Associates Commercial Corporation and then I'll make you a full partner in International Gourmet."

[] Kutner stated that he spoke with [] and they seemed pleased with the deal being arranged.

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Kutner went away the last week in August. When he returned he had lunch twice with [] [] Harry Robotis. [] told Kutner that she had spoken with Harry a couple of times and he said everything was going great and that Harry was buying like crazy. Kutner stated that he contacted Radix Group International, 1111 Nicholas Boulevard, Elk Grove, Illinois, 60007, telephone (312) 364-8289, customs brokers in the midwest to inquire about processing the shipments after they arrive.

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On September 1, 1982 [] called Kutner and told him to contact Robotis in Greece. Kutner called Harry Robotis and Harry said that everything was great. Robotis asked Kutner if he had gotten the passports and Kunter responded affirmatively. Robotis asked Kutner to pay the interest on the loan and said he'd reimburse Kutner when he returned. Kutner didn't hear from Robotis until September 18, 1982. Robotis had returned from Greece on September 17, 1982. He told Kutner that he had great news and that he'd see him tomorrow. On September 19, 1982 Robotis paid the interest on the loan and told Kutner to get an extension on the loan until the shipment arrived from Greece which Kutner did.

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On September 24, 1982 Kutner, Robotis, [] [] had lunch. They asked Robotis if while he was in Greece he had made collections which would shorten the accounts receivable. Robotis assured them he had.

On either September 25, 1982 or September 26, 1982, Robotis told Kutner that he had worked all night to fix the books so that there were no accounts on the books over 60 days. Kutner stated that he told Robotis he was crazy and would go to jail for such illegal acts. Kutner stated that he called [redacted] and told them to back off the deal that Robotis had lied to them. Kutner advised that he then called [redacted] and advised him of the phony deal. Kutner stated he told Robotis he was bad news and that he owed him \$30,000.

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Kutner stated that Treasure Island was the main customer of Kronos. Kutner stated that he felt confident that [redacted] knew that [redacted] and Harry Robotis had been ripping off Kronos.

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Kutner advised that on December 4, 1982 Robotis was fired. He stated that Robotis is presently at Popi Imported Foods, 2610 West 25th Place, Chicago, Illinois, telephone (312) 523-3550. He advised that his home address is 9636 North Karlov, Skokie, Illinois, telephone number (312) 676-0797. He stated that [redacted] lives at [redacted].

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Kutner advised that on Monday, June 20, 1983, he received a letter dated June 17, 1983 from The Chicago - Midwest Credit Service Corporation to all known creditors of Kronos Importing, Inc., 4450 - 56 North Ravenswood, Chicago, Illinois. He advised that he was very upset by the letter since it said S W and R had put in a \$35,000 offer to purchase the assets. Kutner stated that S W and R was Sachnoff, Weaver and Rubenstein, the firm that represents the [redacted] Treasure Island. Kutner stated that he felt that this was illegal.

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Kutner provided copies of the following documents:

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1. Check 13796 for \$30,000 from Luis Kutner to Harry Robotis dated August 2, 1982.

2. \$30,000 note dated August 2, 1982 due September 2, 1982 payable to Kutner and/or Kronos Importing Company, Inc., signed by Harry Robotis [redacted].

CG 196C-1988

6

3. Judgment filed on June 10, 1983 by
Kutner against Harry [REDACTED]

4. Two-page letter dated June 17, 1983
from the Chicago - Midwest Credit Service
Corporation.

Kutner reiterated that Robotis has not paid
him anything on the \$30,000 note. He stated that any
money paid to him was for salary.

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b7c

156C-1982-6

SEARCHED	INDEXED
SERIALIZED <i>W</i>	FILED <i>W</i>
JUL 1 1983	
	<i>W</i>

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☒ Airtel

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date 7/11/83

TO: DIRECTOR, FBI
 (Attention: [redacted], CID -
 White Collar Crime, Ext. 5658)

FROM: SAC, CHICAGO (196C-1988) (P) (Squad 7C) b6
 b7C

HARRY V. ROBOTIS;
 FBW - POSSIBLE;
 OO: CHICAGO

Re Chicago airtel to Bureau, 5/24/83 and
 telcall from [redacted] to Supervisor [redacted]
 on 7/14/83.

Enclosed for the Bureau are two copies of
 FD-302 reflecting interview of Luis Kutner and one
 1A envelope containing documents provided by Kutner.

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 b7C

The following information has been obtained
 to clarify points 2, 4, 5, 8, 10 of the letter dated
 5/5/83 written by Kutner and sent to Mr. William
 Webster.

2. SA [redacted] advised that [redacted] demands
 were unacceptable to the Bureau. They included such
 things as a quarter of a million dollars and an all
 expense paid world trip for 6 months.

ELK

2 - Bureau (Encl 3)
 ② - Chicago
 DRS/ns
 (4) *DRS*

b6
 b7C

196C-1988-57
 SEARCHED.....
 SERIALIZED.....
 INDEXED.....
 FILED.....

Approved: _____ Transmitted _____ Per _____
 (Number) (Time)

CG 196C-1988

4. Rodity's restaurant is a popular restaurant in Chicago. Kutner could not provide additional information concerning this remark allegedly made by Robotis. Kutner was not present at the restaurant and the incident was told to him by an acquaintance.

5. SA [] advised that Robotis told him that he did not defraud Kutner out of \$30,000. SA [] told Robotis that he had nothing to fear if he could verify this.

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8. SA [] is assigned to matters pertaining to Foreign Counter Intelligence. As a Special Agent [] has been trained in the basic principles of constitutional and criminal procedural law. SA [] is perfectly capable of handling a fraud by wire matter but did tell Kutner that he would consult with other Agents as he did not have an expertise in handling these matters.

10. SA [] told Kutner that without physical evidence to prove a violation of Title 31, Section 1101, that the FBI would not be able to take his complaint too seriously. [] stated to Kutner that matters like transporting money out of the country are not actively pursued by the FBI since they are under the jurisdiction of U.S. Customs.

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Attempts to interview Harry Robotis have met with negative results. [] advised that [] is out of the country. She advised that she would contact SA [] on 7/11/83 and arrange a time to meet with her. She advised that Kutner's charges were "ridiculous" and that she could prove it.

LEAD:

b6
b7C

CHICAGO DIVISION

AT CHICAGO, ILLINOIS

Will interview [] at her earliest convenience and forward results to Bureau.

July 8, 1983

✓555
Mr. Luis Kutner
Law Firm of Luis Kutner
23rd Floor
Bankers Building
105 West Adams Street
Chicago, Illinois 60603

Dear Mr. Kutner:

Your May 5th letter to Judge Webster regarding your allegations against Mr. Harry V. Robotis and the copy of your June 10th letter to our Chicago Office have been referred to me for reply.

Our Chicago Office has looked into your complaint and has presented the facts to the United States Attorney for prosecutive opinion. On May 18, 1983, the United States Attorney declined prosecution. His decision was based on the lack of evidence of criminal intent on the part of Mr. Robotis in his business dealings with you, and on the fact that there is no apparent violation of Title 31, Section 1101, United States Code, and on the fact that civil alternatives are available to you for resolving this matter.

Sincerely yours,

Oliver B. Revell
Assistant Director
Criminal Investigative Division

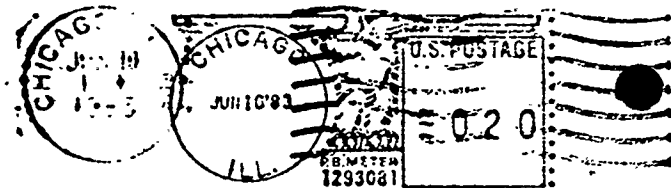
(1 - Chicago (196-NEW) - Enclosures (2)
Reurairtel 5-24-83.

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b7C

196-1988-8

SEARCHED	INDEXED
SERIALIZED	FILED
JUL 12 1983	
FBI - CHICAGO	
ORS	

LAW FIRM OF
LUIS KUTNER
BANKERS BLDG.
105 WEST ADAMS STREET
CHICAGO, ILLINOIS 60603



PERSONAL

Mr. William Webster
Department of Justice
The J. Edgar Hoover Building
Washington D.C.

KUTNER, LUIS

5/83

196C-1988*

OO:CG
SQ. 7C

MD

KUTNER, LUIS

9/82

62-0-34019
CONTROL FILE

KUTNER, LUIS

6/81

175-0-385
CONTROL FILE

KUTNER, LUIS

12/75

176-1300-1591

105 W. ADAMS
LAWYER

KUTNER, LUIS

7-72

97-389-89

KUTNER, LUIS S.

8/73

9-3990*
9-5780*
87-28805*

aka Luis Kutner
Born: 6/9/08, Cgo.
W/M

Lawyer, 105 W. Adams St., Cgo.

SEE MASTER CARD ON LUIS KUTNER
FOR CORRELATION MEMOS

KUTNER, LUIS J.D.

3/82
p/2

62-0-33934
CONTROL FILE

HONORARY COUNSEL
SQ# 3

LAW FIRM OF
LUIS KUTNER

TELEPHONE STATE 2-1946
CABLE: LUKUT

BANKERS BLDG.
23RD FLOOR
105 WEST ADAMS STREET
CHICAGO 60603

July 12, 1983

RE: HARRY V. ROBOTIS

Dear Sir:

Continuing my information
to your office directly,
since I have no faith in the CHICAGO OFFICE, I am
informing you that last night I learned that HARRY
V. ROBOTIS and FAMILY departed for GREECE last week.

This information was given
to me by one of his closest friends, who stated that
ROBOTIS may be gone for months or _____!

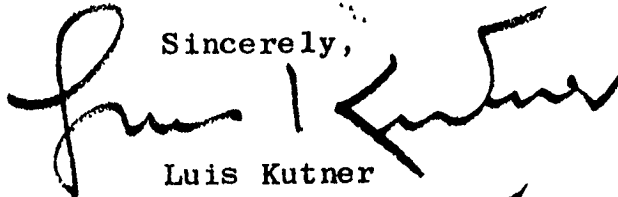
Last November, 1982, I alerted
CUSTOMS AGENT [] that ROBOTIS worked a SCAM
and may leave the UNITED STATES. I was informed that
STOP ORDERS were put against him and his family at all
points of debarkation.

Also, I believe that ROBOTIS
may have violated TITLE 31, U.S.C. Section 1101 (Trans-
porting more than \$5,000 in cash or voluntary instruments
out of the UNITED STATES without registration.)

You have my recent MAIL O GRAM,
I assume. I request that you assign this to AGENTS
who are knowledgeable in "fraud by wire" and "using the mails
to defraud."

Thank you for your courtesy.

Sincerely,


Luis Kutner

LK/t

Mr. William Webster
J. Edgar Hoover Bldg.
Department of Justice
Washington DC 20000

b6
b7C

196-1988-9

SEARCHED	INDEXED
SERIALIZED	FILED
AUG 1 1983	
FBI - CHICAGO	
[]	

DRS

LAW FIRM OF
LUIS KUTNER

TELEPHONE STATE 2-1946
CABLE: LUKUT

BANKERS BLDG.
23RD FLOOR
105 WEST ADAMS STREET
CHICAGO 60603

July 14, 1983

Re: HARRY V. ROBOTIS, et al.

Dear Mr. Revell:

I have yours of July 8, 1983,
received on July 13.

What you received from CHICAGO
is the compounding of incredible misapprehension of the
FACTS.

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b7C

[] the original
agent, erroneously concluded that checks for business
counseling applied to the loan investment check for
\$30,000. [] never saw the backs of the checks which
would have revealed they were endorsed only for business
counseling. Somehow, I never got through to [] that
he misconstrued the total, simple set of facts. To compound
his error, which was undoubtedly conveyed to other AGENTS
and to the U.S. ATTORNEY'S OFFICE, [] admitted that he
never handled a FRAUD BY WIRE or USE OF THE MAIL TO DEFRAUD.

He wasted three months of my time
and, particularly, did the astounding thing by believing
a SCOUNDREL rather than evaluate the evidence in a competent
manner.

Obviously AGENT []
accepted [] inaccurate conclusion and concluded that
this was a CIVIL MATTER.

With AGENT [], it was
simply a prejudged attitude based on having talked with
[] and/or [].

b6
b7C

ROBOTIS and []
in pursuance of the SCAM, created over \$1 million of
payables between August of 1982 to about January or February
of 1983.

b6
b7C



Mr. Oliver B. Revell
July 14, 1983
Page 2

b6
b7C

[redacted] and ROBOTISES
went through a SHAM ASSIGNMENT for the benefit of CREDITORS
on June 30, 1983.

You will note their attorneys
SACHNOFF, WEAVER & RUBENSTIN (SW&R page 2) bid in
at the sale and acquired assets of \$367,000 and wiped
out \$1,231,000 in payables.

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b7C

My \$30,000 was supposed to have
been used by [redacted] and ROBOTISES as an investment
in purchasing peppers, olives, olive oil and cheese from
GREECE.

According to [redacted] for KRONOS,
[redacted] the payables that KRONOS had in August of 1982
was less than \$300,000.

The ASSIGNMENT for the benefit of
CREDITORS was obviously an element of the SCAM and the
EMBEZZLEMENT and FRAUD BY WIRE of my \$30,000.

Obviously the CHICAGO OFFICE
presented inaccurate facts to the ASSISTANT U.S. ATTORNEY
that he would have to conclude that the Agents were competent
and impartially evaluated the evidence.

FORGERY of the JUDGMENT NOTE
acknowledging the DEBT INVESTMENT for \$30,000 was certainly
a crime.

Every CRIME has a TORT ASPECT.

Notwithstanding your letter, I would
suggest and request that you send in two competent agents
who will examine all the evidence and who are familiar with
cases of this kind.

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b7C

The mere fact that [redacted]
and ROBOTIS were able to wipe out \$1,231,000 by clear cut
SCAM and to buy in with 1/4 payment of the \$35,000 is
transparent and obvious.

Be assured I am not going to
rest until this matter is properly ventilated and will
point up the startling judgment of the FBI.

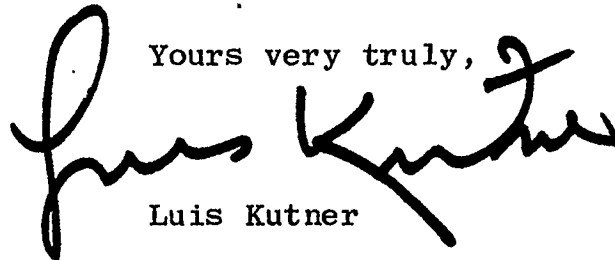
It may be of further interest
for you to know that ROBOTIS and his FAMILY have departed
for GREECE to again pray on the purveyors in GREECE.

Mr. Oliver B. Revell
July 14, 1983
Page 3

ROBOTIS established a company in
CHICAGO - POPI INTERNATIONAL FOODS - at 2610 West 25th
Street.

I assume I will have your reply
which I trust will modify the conclusion of you July 8
letter.

Yours very truly,

A handwritten signature in dark ink, appearing to read "Luis Kutner", written in a cursive style.

Luis Kutner

LK/m

Mr. Oliver B. Revell
Assistant Director
Criminal Investigation Division
U.S. Department of Justice
Federal Bureau of Investigation
Washington, DC 20535

ADJUSTMENT SERVICES
P.O. BOX 5040
CHICAGO, ILLINOIS 60680
(312) 696-3000



The Chicago-Midwest Credit Service Corporation

June 17, 1983

To All Known Creditors of
KRONOS IMPORTING, INC.
4450-56 North Ravenswood
Chicago, Illinois

b6
b7C

NOTICE OF ASSIGNMENT, SALE AND FINAL REPORT

Gentlemen:

This company has been in the business of importing food products. Unfortunately, the sales reduced substantially in the last few years forcing the debtor to close his doors. Negotiations with the secured lender have not proven fruitful. Accordingly, the company made an Assignment for the Benefit of Creditors to [redacted] on April 12, 1983. It is now his fiduciary responsibility to liquidate the assets of the company and distribute the proceeds according to the priorities established by law. During the last two months the Assignee has been attempting to secure financial information and just recently secured same.

The financial information as supplied by the debtor (without audit or verification) is as follows:

ASSETS

Accounts Receivable	\$ 22,000.00	
Loan Receivable	235,000.00	
Inventory (at cost)	98,000.00	
Furniture, Fixtures & Equipment (net of depreciation)	12,000.00	
TOTAL.....	\$	367,000.00

LIABILITIES

Accounts Payable	\$ 757,000.00	
Note Payable (Secured Creditor)	374,000.00	
Taxes	20,000.00	
Note Payable (shareholder)	80,000.00	
TOTAL.....	\$1,231,000.00	

The Assignee has been contacted by the Food and Drug Administration asserting a claim for contamination. We are attempting to work out an agreement with the FDA which will require disposal of some of the inventory and allow the assignee to sell remaining inventory. Consequently, values are determinable at this time. Review of the loan receivable and accounts receivable reflect questionable collectibility.



PARENT COMPANY: The Chicago-Midwest Credit Management Association
HOME OFFICE: 315 South Northwest Highway, Park Ridge, Illinois 60068
AFFILIATED WITH NATIONAL ASSOCIATION OF CREDIT MANAGEMENT

KRONOS IMPORTING,

June 17, 1983

page 2.

I have received an offer, subject to review after the meeting with the FDA, for \$35,000.00. The offer is as follows:

SW & R offers to purchase: (a) all inventories of Kronos, including, but not limited to, all olives, olive oil, pasta, candy, spices, cheese, beer and other food products, soap and other health and beauty aids, bottles and caps, and (b) all right, title and interest which Kronos has in: (i) its name; (ii) its goodwill, (iii) any tax refunds which are or may become due to Kronos from any source; (iv) any accounts receivable of Kronos; (v) any claims, demands, causes of action, law-suits or choses in action against any party, including without limitation, Andreas Giannitsoupoulos and Atlantis Ship Supply; (vi) any other valuable rights, claims, demands, or intangibles of Kronos.

There has also been an offer made for all physical assets, furniture and equipment of \$1,000.00:

SW & R offers to purchase all furniture and fixtures of Kronos, including but not limited to: all built-in freezers, desks, cabinets, tables, chairs, filing cabinets, shelves, couches, typewriters, scales, soft drink machines, air conditioners, hand trucks, pallets, office supplies and battery chargers.

The Sale will be a Return of Bids Sale on Thursday, June 30, 1983 at 10:00 A.M. in our offices, CMCMA, 315 So. Northwest Highway, Park Ridge, IL 60068. Terms of Sale are to be 25% Cash Deposit, cashiers check or certified check, balance payable within 48 hours. Anyone interested in making an offer to purchase assets under the same terms and conditions must bid 10% higher (\$38,500 and \$1,100 respectively). Inspection of assets will be by appointment only by calling the Assignee. Assets will be seen on the premises --

4450-56 N. Ravenswood Av., Chicago, IL.

We are notifying the taxing authorities in order that they may perform their audits. In addition, we have retained an independent accountant to finalize the books and records and file the necessary returns.

It is obvious that a huge deficiency will exist with the secured creditor and no funds will be available for payment of taxes nor for any distribution to general unsecured creditors. Our office is only acting in the capacity of Assignee to formally terminate this corporation and notify all creditors. We recommend that you write off any balance you have due and owing to bad debts assuming you have not already done so. After performing the functions of Assignee and holding the sale, our office will turn over the proceeds to the secured creditor and close the file.

Yours truly,

[Redacted Signature]

Assignee

b6
b7C

ATTORNEY/ASSIGNOR

[Redacted Signature]
TISHLER & WALD
55 West Monroe St.
Chicago IL 60603
(312) 346- 3800

ST0:abs

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 9/7/83

Harry Robotis was interviewed at the office of

[redacted] his Attorney. He was advised that he was being interviewed concerning a complaint made by Luis Kutner that Robotis had defrauded Kutner out of \$30,000.

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[redacted] vehemently opposed this allegation and claimed that the only thing Robotis, his client, was guilty of was not doing a good job of running Kronos Importing, Inc. He advised that if anyone had committed a criminal act it was Kutner. [redacted] stated that he wanted to lodge a complaint charging Kutner with violation of Title 10, Section 891 (6), 891 (7), and 892. [redacted] said that he wanted to terminate the interview until he could express this complaint to the Strike Force of the United States Attorney's Office.

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This writer advised [redacted] that he needed to take things one step at a time and that the first should be to let his client tell his side of the story regarding his business relationship with Kutner. [redacted] agreed.

Harry Robotis advised that he first met Luis Kutner when Kutner called him at Kronos Importing, Inc. Robotis stated that he had received a couple of messages from Kutner but not being familiar with the name he had not returned the call. He advised that Kutner was given his home phone number and contacted him there.

Kutner told him that he was in the position to obtain loans for Kronos Importing, Inc. Robotis stated that he was very interested in that Kronos was in need of a large sum of money in order to get out of financial difficulty. Robotis said that Kutner was told specifically about the \$500,000 debt to the Bank of Ravenswood and about the general financial situation of Kronos from their first meeting. Robotis stated that Kutner's statement that Robotis wanted to borrow about \$650,000 to pay off the Bank of Ravenswood debt and have some working capital was accurate.

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Investigation on 8/31/83 at Chicago, Illinois File # Chicago 196C-1988-10

by SA DA 1 [redacted] DRS/ns Date dictated 9/1/83

Robotis advised that Kutner took him to a number of places in attempts to secure loans. He advised that [redacted] 51% of Kronos Importing, Inc., were not advised of the earliest attempts to obtain a loan for Kronos.

Robotis advised that an employee of Walter Heller reviewed the complete financial records of Kronos and reported his findings to Kutner. Robotis stated that this report should have answered any questions that Kutner had concerning the financial status of Kronos. Robotis advised that Heller declined to make the loan.

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Robotis stated that he did not know if [redacted] Kronos, and Luis Kutner ever met. Robotis stated that he was unaware of any problem concerning [redacted] turning over records. He stated that he knew that all appropriate records had been turned over to the employee of Walter Heller preparing the report. Robotis advised that Kutner was made completely aware of the extent of old accounts receivable by this report. Robotis advised that his business arrangements with Kutner were always agreed upon verbally and that there was no written contract. He stated that he thought the agreement had been for Kutner to get 10% of the loan obtained. Robotis advised that at no time was Kutner hired as business counsel for \$6,000 a month. He stated that it was a ridiculous notion since Kronos was in serious financial difficulty and could not have possibly afforded such a fee.

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Robotis advised that [redacted] of Associates Commercial Corporation was contacted concerning the loan. Robotis stated that Kutner always handled the conversations with [redacted]. Robotis stated that Kutner had told him that he had a special arrangement with [redacted] and that he would get them the loan. Robotis said that Kutner told him to go along with anything he said to [redacted].

Robotis advised that Kutner was never able to secure the loan for him. He advised that Kutner did make three loans to Robotis during the summer of 1982. Robotis stated that it was during this time that he introduced Kutner to [redacted]. He stated that Kutner did not know or had not spoken to [redacted] prior to his introducing them in the summer of 1982.

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Robotis stated that his memory for dates concerning his dealings with Kutner is not perfect. He thought that 3 loans, \$15,000 in June of 1982; \$30,000 in July of 1982; and \$30,000 in August of 1982 sounded correct. He advised that Kutner arranged the first loan for \$15,000 but Robotis had to repay \$25,000. Robotis stated that Kutner said that he was getting the money from a [redacted] (phonetic). Kutner told Robotis that [redacted] got his money from gambling and was connected with the mafia. Kutner told Robotis that [redacted] would get \$5,000 for obtaining the loan and Kutner would get the remaining \$5,000. Robotis stated that he never met [redacted] nor did he know anything else about him. Robotis said that he repaid the loan plus \$10,000. Kutner said that he had to give the whole \$10,000 to [redacted] because Robotis had been 5 - 7 days late.

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Robotis stated that Kutner and he planned International Gourmet. He stated that bank accounts were opened for the company and that at least three shipments of peppers intended originally for Kronos were shipped to International Gourmet. Robotis advised that Kutner was well aware of all financial dealings of International Gourmet.

Robotis advised that during the summer of 1982 he still hoped to get a loan for Kronos. He stated that it was his intention to buy out [redacted] and get Kronos back on the right track. He stated that [redacted] were agreeable with this if financing was arranged that would ensure that they were not liable for any unclaimed debts of Kronos. Robotis advised that a buy/sell agreement prepared by [redacted] attorney for [redacted] [redacted], sounded familiar to him but he could not remember ever seeing it.

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Robotis advised that Kutner arranged two other loans for him but he didn't know if [redacted] was involved in either of these. He stated that they had gone to the Continental Bank to arrange these loans. He advised that he was given cashier's checks and that he took them to American National Bank where some money was deposited and the remainder was put into cashier's checks to be used to pay for shipments of supplies from Greece.

Robotis advised that he paid back the \$30,000 loan from July, 1982 in full including Kutner's exorbitant fee for obtaining it. Robotis advised that he obtained a third loan in August of 1982 for \$30,000 from Kutner. He advised that the cashier's checks that he obtained from this loan were also used to pay for shipments of supplies from Greece. He advised that he did not use this money when he went to Greece in August of 1982.

Robotis advised that he went to Greece on Kronos business in August of 1982 and that it should not have been a concern to Kutner. He advised that it had been Kutner's idea for him to rent office space from Kutner for \$500 a month to run International Gourmet.

Robotis advised that he felt confident that he had repaid Kutner for the last \$30,000 loan. He provided copies of checks totalling about \$12,000 as proof of payments made to Kutner. He advised that he thought he would be able to find in his records the remainder of the payments. He advised that he did not note on the checks that they were payments on the loan because he had never done so in the past. He advised that Kutner and he operated on the basis of trust at this time.

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Robotis advised that he did have lunch with [redacted] and Kutner when he returned from Greece in September of 1982 but that again Kutner did most of the talking. He stated that he did not alter the Kronos books upon his return to reflect that he had collected on some of the old accounts receivable.

Robotis and [redacted] reiterated that Kutner was never hired as business counsel for Kronos. They emphasized that Kutner had no expertise in the business of importing food and food products.

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[redacted] advised that his client, Harry Robotis, would be willing to take a polygraph if Kutner took one.

[redacted] agreed to cooperate fully in any further investigation conducted by the Federal Bureau of Investigation.

CG 196C-1988

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5

Robotis was shown a copy of the \$30,000 note signed by he [redacted] dated August 2, 1982. Robotis admitted that he had signed [redacted].

[redacted] left the room briefly and Robotis told this writer if when he checked his records he found that he still owed Kutner some money he would repay him.

b6
b7C

196C 1588-10

SEARCHED	INDEXED
SERIALIZED	FILED
SEP 6 1983	
FBI - CHICAGO	
	OKS

Conflicting statements by Kutner and Robotis and Points that

Need to be covered

1. Robotis said Kutner contacted him first not [REDACTED]
Robotis said he eventually introduced Kutner to [REDACTED]
2. Kutner claims Robotis told him about the 500,000 debt to the Bank of Ravenswood but claimed he said it was the only debt. Robotis claims that Kutner was always aware of the poor financial situation of Kronos.
3. Kutner said the original deal was for him to get 5% of the loan obtained for Kronos. Robotis stated that he thought Kutner was to get 10%. The loan never materialized.
4. According to Robotis Kutner told him that he had a special arrangement with [REDACTED] Associates Commercial Corporation (KICKBACK) and that Kutner handled all conversations with [REDACTED].
b6
b7C
5. Kutner loaned Robotis 15,000 in June of 1982. Robotis claims that Kutner obtained the loan from [REDACTED] a mob connected gambler. Robotis claims that he had to pay an additional 10,000 dollars for the loan.
6. Robotis and Kutner agree that a second loan for 30,000 dollars was made in July 1982. The loan in question is the third loan _ the one for 30,000 dollars in August of 82. Robotis claims to have made numerous payments on this note. Kutner claims that any money paid him was for salary since he had been hired as business counsel for 6,000 a month. Robotis claims that Kutner was never on salary. Robotis claims that he did not write for payment of the note on the back of his checks because Kutner knew what the checks were for.
7. Does Kutner have a copy of the buy sell agreement for Kronos with [REDACTED] Attorney for [REDACTED]
8. Robotis claims that the cashier's checks obtained from the third loan were used to pay for shipments of supplies not to take to Greece.

This was the basis of Kutner's Title 31 complaint.

9. International Gourmet Company was chartered by Kutner and Kutner and Robotis were going to operate this jointly and Robotis was going to rent office space from Kutner. Robotis claims Kutner saw all banking statements for International.

10. Kutner claims that Robotis told him that he altered the Kronos books after he returned from Greece and consequently Kutner called off the deal with

☐ Robotis says this is a total lie.

b6
b7C

August 5, 1983

Mr. Luis Kutner
Law Firm of Luis Kutner
23rd Floor
Bankers Building
105 West Adams Street
Chicago, Illinois 60603

Dear Mr. Kutner:

Your July 12th communication to Judge Webster has been referred to me for reply and I am also in receipt of your July 14th communication to me.

Your correspondence is being forwarded to our Chicago Office, for further evaluation by Agent personnel familiar with "fraud by wire," and "using the mails to defraud" type violations.

Sincerely yours,

Oliver B. Revell
Assistant Director
Criminal Investigative Division

- ① - Chicago - Enclosures (3)
Attention SAC: ReBulet 7/8/83 and urairtel 5/24/83. An Agent familiar with white-collar crime matters should further evaluate this matter to determine if there is any violation within our jurisdiction, or if this matter should be referred to another Agency. If necessary, re-interview complainant and discuss results with the USA. Furnish results to Bureau Headquarters to the Financial Crimes Program, CID, to the attention of SA [redacted]

b6
b7C



NOTE READING
NEED UNIFORM



196-1788-10
JUL 20

ORS

FBI

TRANSMIT VIA:

☒ Teletype
☐ Facsimile
☐ _____

PRECEDENCE:

☐ Immediate
☐ Priority
☒ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☒ UNCLAS

Date

9/1/83

FM CHICAGO (196C-1988) (P) (SQUAD 7C)

TO DIRECTOR, FBI ROUTINE

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b7C

BT

UNCLAS

ATTENTION: BUREAU SUPERVISOR [REDACTED]

HARRY V. ROBOTIS; LUIS KUTNER - COMPLAINANT; POSSIBLE
 FBW; OO: CHICAGO.

RE BUREAU LETTER TO LUIS KUTNER DATED AUGUST 5, 1983,
 CHICAGO AIRTEL TO BUREAU, JULY 11, 1983 AND BUREAU
 TELEPHONE CALLS TO CHICAGO FROM SUPERVISOR [REDACTED],
 AUGUST 31, 1983 AND SEPTEMBER 1, 1983.

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FOR INFORMATION OF THE BUREAU, THIS CASE WAS
 PREVIOUSLY REVIEWED BY SUPERVISOR [REDACTED] AND
 HAS BEEN RE-REVIEWED BY SUPERVISOR [REDACTED]

ON AUGUST 31, 1983, HARRY V. ROBOTIS WAS INTERVIEWED
 IN DETAIL AT CHICAGO REGARDING KUTNER'S ALLEGATIONS.

ARRANGEMENTS ARE BEING MADE TO REINTERVIEW LUIS

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b7C

EGL/dc

(1)

dc

196C-1988-11

SEARCHED _____
 SERIALIZED _____
 INDEXED _____
 FILED _____

JRS

Approved: ED A/22A

Transmitted

(Number)

2020

(Time)

Per

[Signature]

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☐ _____

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date _____

PAGE TWO

CG 196C-1988

UNCLAS

KUTNER TO DETERMINE IF HE HAS ANY ADDITIONAL INFORMATION REGARDING THIS CASE AFTER WHICH THIS CASE WILL BE REPRESENTED TO THE UNITED STATES ATTORNEY, CHICAGO, FOR THEIR PROSECUTIVE OPINION.

UPON COMPLETION OF THE REINTERVIEW OF LUIS KUTNER, ADDITIONAL FD-302'S WILL BE FORWARDED TO THE BUREAU.

THE BUREAU WILL BE KEPT APPRISED OF DEVELOPMENTS.

ADMINISTRATIVE:

IT SHOULD BE NOTED THAT LUIS KUTNER IS 75 YEARS OLD AND HAS SUFFERED SEVERAL HEART ATTACKS. THIS INFORMATION IS BEING FURNISHED TO THE BUREAU FOR BACKGROUND INFORMATION.

BT

Approved: _____ Transmitted _____ Per _____
(Number) (Time)

FEDERAL BUREAU OF INVESTIGATION

b6
b7C

1

Date of transcription 7/19/83

[redacted], Attorney, [redacted]
[redacted], telephone [redacted], accompanied
[redacted] to the office of the Federal Bureau of
Investigation (FBI) so that she could be interviewed
concerning her knowledge of the business arrangement between
Kronos Importing Company, Inc. and Luis Kutner, Attorney
at Law, 105 West Adams Street, Suite 2370, Chicago,
Illinois 60603, telephone number (312) 782-1946.

b6
b7C

[redacted] advised that [redacted]
[redacted] Kronos Importing Company, Inc. [redacted]
[redacted] numerous checks dating from July 20,
1982 until November 13, 1982 showing payments made to
Kutner. She was not able to prove that these checks
represented payments on the \$30,000 loan [redacted]
Harry Robotis, owed to Kutner.

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[redacted] advised that [redacted] is presently
in Greece and will not return for about a month. She was
shown a copy of the note dated August 2, 1982 for \$30,000
signed by Harry V. Robotis and [redacted]. She advised
that the [redacted] signature is not hers. She advised
that she was not a corporate officer of Kronos Importing
Company, Inc. and would have had no reason to sign this
note. She stated that [redacted]
is also called [redacted].

She advised that while [redacted] was in Greece
during August and September of 1982, she did have lunch
with Luis Kutner twice. She advised that Kutner called
her for lunch. She said that they casually discussed
Harry Robotis during lunch but she did not have any
specific information concerning the Kronos business to
relate to Kutner. She advised that she did give Kutner
[redacted] number in Greece but she couldn't remember
if he asked for it or if [redacted] asked her to give
it to Kutner.

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b7Cb6
b7C

Investigation on 7/14/83 at Chicago, Illinois File # Chicago 196C-1988-12
by SA [redacted] DRS/ns Date dictated 7/15/83

CG 196C-1988

2

[] advised that he is the personal attorney for Harry Robotis. He advised that he is not totally familiar with his client's business dealings with Kutner. He advised that Kutner has filed a civil judgment against Robotis. He advised that the new trial date for this civil judgment is August 10, 1983. [] expressed his contempt for Kutner personally and professionally. He advised that he is planning to report Kutner for charging Harry Robotis usurious rates for the various loans he arranged for Robotis.

b6
b7C

[] advised that the Board of Directors at Kronos voted to fire Robotis because Kronos became insolvent. He advised that basically Kronos was spending more money than they were taking in.

[] advised that she is presently working at []
[] telephone []

[] advised that he would have Harry Robotis contact this writer when he returned from Greece.

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196C-158X-12

SEALED	D	158X
SERIAL	D	158X
SEP 13 1983		
		OKS

b6
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156 C 1588-13

SEARCHED	INDEXED
SERIALIZED <i>TC</i>	FILED <i>JW</i>
AUG 17 1983	
FBI - CHICAGO	
	<i>QKS</i>

[Faint handwritten text]

LAW FIRM OF
LUIS KUTNER

TELEPHONE STATE 2-1946
CABLE: LUKUT

BANKERS BLDG.
23RD FLOOR
105 WEST ADAMS STREET
CHICAGO 60603

August 17, 1983

RE: HARRY B. ROBOTIS and
LITSA ROBOTIS

TO AGENT [REDACTED]

b6
b7C

The enclosed ORDER confirming the
CONDITIONAL JUDGMENT on AUGUST 10th
by JUDGE BRIAN DUFF should put to
rest the misapprehension by [REDACTED]
and YOURSELF that ROBOTIS made partial payment, or payment
in full, on the \$30,000 SCAM which I have contended was a
violation of appropriate FEDERAL STATUTES.

ROBOTIS' lawyer filed an appearance
and advised the COURT that there was a defense available.
At the HEARING none was produced nor did ROBOTIS or his
LAWYER appear.

b6
b7C

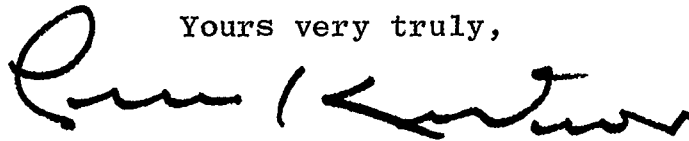
The FBI has put me through a lot of
trouble to prove the fact that ROBOTIS has never paid ONE DIME
on account of the \$30,000 SCAM aided and abetted by [REDACTED]
[REDACTED] and ROBOTIS' [REDACTED].

The amount of the JUDGMENT includes
interest and also attorney's fees.

If ROBOTIS attempts to prove or claim
payment on account, be sure and check the REVERSE SIDE of any
CHECKS that he produces, if any, and also have his LAWYER stand
behind any claim by ROBOTIS of payment or partial payments.

b6
b7C

Yours very truly,



Luis Kutner

LK/m
Enclosure

[REDACTED]
Special Agent
Federal Bureau of Investigation
Room 905
219 S. Dearborn
Chicago, IL 60604

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

LUIS KUTNER,

v.

NO. 83 L 10991

HARRY V. ROBOTS &
LITZA ROBOTIS

ORDER

THIS MATTER COMING TO BE HEARD PURSUANT
TO PLAINTIFF'S MOTION TO CONFIRM JUDGMENT, DUE
NOTICE HAVING BEEN GIVEN & THE COURT BEING
FULLY ADVISED IN THE PREMISES;

IT IS HEREBY ORDERED,

(1) THAT THE CONDITIONAL JUDGMENT ENTERED AGAINST
HARRY V. ROBOTS & LITZA ROBOTIS IN THE
AMOUNT OF \$34,800.00, IS HEREBY CONFIRMED.

b6
b7C

Name

Attorney for PLAINTIFF

Address

City

Telephone

....., 19.....

ENTER: JUDGE BRIAN D. DUFF

APR 11 1983
Judge

CIRCUIT COURT

MORGAN M. FINLEY, CLERK OF THE CIRCUIT COURT OF COOK COUNTY

b6
b7C

196 C 1988-14

SEARCHED	INDEXED
SERIALIZED	FILED
SEP 12 1983	
FBI - C	
[Redacted Box]	
D.K.S.	

#51

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

KOTNEK

v.

ROBOTS

NO. 83 C 10991

ORDER

This cause coming to be heard upon
defendant's motion to vacate the order of
AUG 10, 1983. due notice having been given
and the court having jurisdiction over subject
matter and parties.

It is hereby ordered that this motion
be entered and continued by agreement of
the parties and be set for further hearing
Oct 17, 1983 9:30

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b7C

Name
Attorney
Address
City
Telephone

JUDGE BRIAN J. ... 19.83

ENTER: SEP 12 1983

CIRCUIT COURT Judge

9/12/83

MEMO

from

to

[Redacted box]

This is the order
today on the
Mo. to reopen the
Judgt.

James (Finner)



b6
b7C

196 C 1988-15

SEARCHED	INDEXED
SERIALIZED	FILED
SEP 12 1983	
CHICAGO	
	10/25

LAW FIRM OF
LUIS KUTNER
WORLD TRADE DIVISION

TELEPHONE STATE 2-1946
CABLE: LUKUT

BANKERS BLDG.
23RD FLOOR
105 WEST ADAMS STREET
CHICAGO 60603

September 12, 1983

b6
b7C

RE: HARRY V. ROBOTIS

To: Agent [REDACTED]
(Agent [REDACTED])

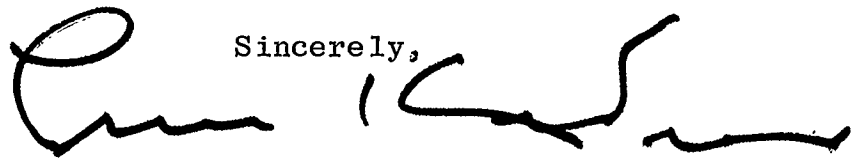
I believe when you
interviewed me that I
stated that I may have

had a faulty memory with regards to [REDACTED]
for KRONOS).

This morning, my
secretary found a FILE, which I am enclosing in toto,
which I had forgotten about.

I am enclosing the
FILE as is for your perusal in determining what elements
or parts may be of relevant value.

Sincerely,



Luis Kutner

b6
b7C

LK/m

Agent [REDACTED]
(Agent [REDACTED])
F.B.I.
219 S. Dearborn
Chicago, IL

196 C-1988-76

SEARCHED INDEXED
SERIALIZED FILED

SEP 12 1983

FBI - CHICAGO

[REDACTED] [REDACTED]

[illegible]

LAW FIRM OF
LUIS KUTNER
WORLD TRADE DIVISION

b6
b7C

TELEPHONE STATE 2-1946
CABLE: LUKUT

BANKERS BLDG.
23RD FLOOR
105 WEST ADAMS STREET
CHICAGO 60603

September 12, 1983

RE: HARRY V. ROBITIS

TO: Agent [redacted]
(Agent [redacted])

After talking to you this morning, I am enclosing photocopies of the telephone bills which clearly reflect overseas calls to HARRY ROBOTIS.

On rethinking our meeting of last Thursday (9/8/83), from 11:30 AM to 4:30 PM, I believe, upon reflection, I may have signed my name to authorization cards for check signature with the AMERICAN NATIONAL BANK and STANDARD CHARTERED BANK. At no time did I have possession of any checks nor did I sign any checks. INTERNATIONAL GOURMET IMPORTS was under the total control of HARRY V. ROBOTIS.

b6
b7C

With reference to the JUDGMENT in the CIRCUIT COURT, I was advised by ATTORNEY [redacted] last FRIDAY that a MOTION TO REOPEN THE JUDGMENT is being made today. If that occurs, then we shall proceed with dispatch to taking ROBOTIS' DEPOSITION to establish WILLFUL PERJURY.

Sincerely,

b6
b7C


Luis Kutner

LK/m

Agent [redacted]
(Agent [redacted])
Federal Bureau of Investigation
219 S. Dearborn
Chicago, IL

Enclosure - 2 Illinois Bell bills
for Area Code 312/944-1968



Illinois Bell

Thank you...It's a privilege serving you.

If you pay by mail, please return the card with your payment in the enclosed envelope.

If you wish to pay in person, please bring both the bill and the enclosed card. See the Call-Guide page in front of your directory for your business office address.

Prompt payment will keep your account with us in excellent condition.

You will find detailed information about long distance rates and message units, if applicable to your service, in the Call-Guide in the front of your directory.

*Additional charge due to State tax, and where applicable, City tax.

More information about your bill is on the other side. If you have any questions about your bill, please call your Service Representative, weekdays (except holidays) from 8.30 A.M. to 5 P.M., at the business office

PAYMENT FOR CURRENT CHARGES IS DUE BY NOV 01
OUR NUMBER IS 1 800 572-7716

312 944 1968

OCT 4 82

324 9 96 R

/337

LOIS KUTNER
222 E PEARSON
(APT 1402)
CHICAGO IL 60611

Paid
10/27/82

MONTHLY SERVICE 10-4 THRU 11-3 (INCL 200 UNITS)	1740
154 UNITS USED/ 200 ALLOWED/ 0 ADDL BILLED	
INSIDE WIRE MAINTNCE AT 40% A LINE 10-4 THRU 11-3	40
9 DIR ASST CALLS/ 8 ALLOWED/ 1 BILLED	20
ITEMIZED CALLS - SEE DETAIL	4443
U.S. TAX .62	
STATE* .38	
CITY* 1.04	204
TOTAL DUE	6447

b6
b7C

Thank you...It's a privilege serving you.

Bill

PAGE	2	944	1968				
DATE	TIME	CALLED	PLACE	AREA=NUMBER	RATE	MIN	
9-8	906P	SACRAMENTO	CA		AE	12	328
9-12	212P	WOODSIDE	CA		AN	7	151
9-12	820P	LA MESA	CA		AE	3	91
9-12	914P	GREECE			AN	3	302
9-13	125A	GREECE			AN	4	382
9-14	546P	MIAMI	FL		AE	3	91
9-15	637P	MIAMI	FL		AE	3	91
9-17	552P	MIAMI	FL		AE	6	170
9-18	1055A	SAN MONICA	CA		AN	28	500
9-18	447P	MIAMI	FL		AN	4	78
9-19	1202P	DENVER	CO		AN	8	148
9-19	210P	WOODSIDE	CA		AN	1	25
9-21	557P	MIAMI	FL		AE	3	91
9-25	1111A	SAN MONICA	CA		AN	32	571
9-25	601P	MIAMI	FL		AN	3	60
9-26	1231P	SACRAMENTO	CA	AN	10	184	
9-26	518P	WOODSIDE	CA	AE	10	270	

--- RATE A-DL, O-QPR, P-PRS, D-DAY, E-EV, N-NITE, M-MULT

Mail, please return
your payment in
sealed envelope.
wish to pay in person,
please bring both the bill and
enclosed card. See the Call-Guide
page in front of your directory for
your business office address.

Prompt payment will keep
your account with us in
excellent condition.

You will find detailed information
about long distance rates and
message units, if applicable to
your service, in the Call-Guide in
the front of your directory.

*Additional charge due to State
tax, and where applicable, City tax.

More information about your bill
is on the other side. If you have
any questions about your bill,
please call your Service
Representative, weekdays (except
holidays) from 8:30 A.M. to 5 P.M.,
at the business office

b6
b7C

Thank you...It's a privilege serving you.

Bell

PAGE	3	944 1908					
DATE	TIME	CALLED PLACE	AREA-NUMBER	RATE	MINs		
9-29	722P	LAS VEGAS NV	<div></div>	PE	5	444	
10-2	1113A	SAN MONICA CA		AN	7	131	
10-3	1248P	MIAMI FL		AN	8	140	
10-3	246P	DENVER CO		AN	11	201	
TOTAL ITEMIZED CALLS					44.43		

If you wish to pay by mail, please return
with your payment in
closed envelope.

If you wish to pay in person,
please bring both the bill and
the enclosed card. See the Call-Guide
page in front of your directory for
your business office address.

Prompt payment will keep
your account with us in
excellent condition.

You will find detailed information
about long distance rates and
message units, if applicable to
your service, in the Call-Guide in
the front of your directory.

*Additional charge due to State
tax, and where applicable, City tax.

More information about your bill
is on the other side. If you have
any questions about your bill,
please call your Service
Representative, weekdays (except
holidays) from 8:30 A.M. to 5 P.M.,
at the business office

--- RATE A-DL, O-OPR, P-PRS, D-DAY, E-EV, N-NITE, M-MULT



Illinois Bell

Thank you...It's a privilege serving you.

If you pay by mail, please return the card with your payment in the enclosed envelope.

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*Additional charge due to State tax, and where applicable, City tax.

More information about your bill is on the other side. If you have any questions about your bill, please call your Service Representative, weekdays (except holidays) from 8:30 A.M. to 5 P.M., at the business office.

PAYMENT FOR CURRENT CHARGES IS DUE BY OCT 05
OUR NUMBER IS 800 572-7716

312 944 1968

SEP 4 82

324 9 96 R

/306

LUIS KUTNER
222 E PEARSON
(APT 1402)
CHICAGO IL 60611

Paid 9/28/82

MONTHLY SERVICE 9-4 THRU 10-3 (INCL 200 UNITS)	1740
102 UNITS USED/ 200 ALLOWED/ 0 ADDL BILLED	
INSIDE WIRE MAINTCE AT 40¢ A LINE 9-4 THRU 10-3	40
ADJUSTMENT FOR RATE CHANGE	
2.40 FROM 8-16 THRU 9-3	24
ITEMIZED CALLS - SEE DETAIL	8624
U. S. TAX .94	
STATE* .38	
CITY* 1.04	236
TOTAL DUE	10664

Thank you...It's a privilege serving you.

Illinois Bell

If you pay by mail, please return
the card with your payment in
the enclosed envelope.

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please bring both the bill and
the enclosed card. See the Call-Guide
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More information about your bill
is on the other side. If you have
any questions about your bill,
please call your Service
Representative, weekdays (except
holidays) from 8:30 A.M. to 5 P.M.,
at the business office

PAGE	2	944 1968						
DATE	TIME	CALLED	PLACE	AREA	NUMBER	RATE	MIN	
8-5	1022A	WOODSIDE	CA				3	152
8-6	1153P	SACRAMENTO	CA				3	60
8-7	1051A	SAN MONICA	CA				19	342
8-8	655P	DENVER	CO				1	38
8-10		CHICAGO	IL					1070
8-14	1057A	SAN MONICA	CA				13	236
8-14	1111A	WOODSIDE	CA				1	25
8-14	1146A	PALO ALTO	CA				4	78
8-14	558P	WOODSIDE	CA				9	166
8-14	655P	SACRAMENTO	CA				13	236
8-14	1055P	DENVER	CO				2	43
8-21	538P	SO ORANGE	NJ				20	351
8-21	704P	WOODSIDE	CA				18	324
8-22	104P	MIAMI	FL				1	25
8-22	111P	MIAMI	FL				10	184
8-22	132P	MIAMI	FL				13	236
8-24	1142A	WOODSIDE	CA				1	64

--- RATE A=DL, U=OPR, P=PRS, D=DAY, E=EV, N=ITE, M=MULT

STA.E* 38

CITY* 1.04

TOTAL DUE

10664

9/28/87
324 9 96 82
1306 R

1740

8624

236

YOU.

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b7C

Thank you...It's a privilege serving you.

Illinois Bell

PAGE 3 944 1968

DATE TIME CALLED PLACE

AREA-NUMBER RATE MINS

8-24 12 30P WOODSIDE CA

AD 17

768

8-25 9 08P SAN MONICA CA

AE 11

302

8-25 9 24P SAN MONICA CA

AE 2

64

9-1 5 22P GREECE

AE 18

1878

9-2 5 32P SAN DIEGO CA

AE 1

38

9-4 7 35P SAN MONICA CA

AN 17

307

9-5 2 56P NEW HAVEN CT

AN 1

24

9-5 2 56P NEW HAVEN CT

AN 14

248

9-6 5 05P MIAMI FL

AE 14

381

9-6 7 20P NEW HAVEN CT

AE 27

708

9-6 7 53P DENVER CO

AE 10

276

TOTAL ITEMIZED CALLS

86.24

If you pay by mail, please return
card with your payment in
an enclosed envelope.

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please bring both the bill and
the enclosed card. See the Call-Guide
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any questions about your bill,
please call your Service
Representative, weekdays (except
holidays) from 8:30 A M to 5 P M.,
at the business office

--- RATE A-DL, O-UPR, P-PRS, D-DAY, E-EV, N-NITE, M-MULT

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 9/15/83

Luis Kutner, Attorney at Law, was reinterviewed at his office located at 105 West Adams Street, Suite 2370, Chicago, Illinois, 60603, telephone number 312/782-1946 concerning his allegations against Harry V. Robotis.

Kutner advised that Harry Robotis had called him in February of 1982 because Robotis had heard that Kutner was in a position to obtain financing for businesses. Kutner said that Robotis had told him that [REDACTED]

b6 [REDACTED] Treasure Island food stores, had told Robotis
b7C about Kutner. Kutner advised that he told Robotis that he could obtain financing for businesses if they had sufficient collateral. Kutner stated that Robotis told him that he was President and owner of 49% of the stock for Kronos Importing located at 4450 North Ravenswood, Chicago, Illinois. Robotis advised that [REDACTED]
[REDACTED] Kronos Importing Company, Inc.

b6 Kutner stated that he had called and written to
b7C [REDACTED] the previous month to see if he was interested in obtaining a loan to refinance, expand or franchise Treasure Islands. Kutner stated that on the basis of this phone call and letter to [REDACTED] that Robotis called him. Kutner advised that he told Robotis to come to his office and to bring the financial statements of Kronos with him.

b6 Kutner stated that Robotis came in to see him in
b7C the early part of February, 1982 but did not bring any documentation with him. Kutner said Robotis told him his personal history detailing his lengthy and varied career in the importing business in Greece, Canada and the United States. Robotis told Kutner that he first met [REDACTED]
[REDACTED] in Greece and that he moved to Chicago when the [REDACTED] offered him a job with Kronos about 8 years ago.

b6
b7C

Investigation on 9/8/83 at Chicago, Illinois File # Chicago 196C-1988-17
by SSA [REDACTED] and
SA [REDACTED] DRS/ns Date dictated 9/8/83

b6
b7C

Kutner stated that Robotis told him that Kronos was in debt to the Bank of Ravenswood for about \$450,000 on overdrafts. Kutner explained that the overdrafts had been converted into a loan at the Bank of Ravenswood that had been signed by [redacted] and Harry Robotis. Kutner advised that a woman at the bank by the name of [redacted] for the transaction. Kutner advised that he recently read in Crain's Weekly that the bank had filed a lawsuit against [redacted] and Harry Robotis as individuals. At this initial meeting Kutner stated that Robotis told him that he wanted to use the net assets, inventory and accounts receivable, of Kronos totalling 1½ million dollars to obtain a loan.

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Kutner stated that he told Robotis that he needed to see a certified financial statement for Kronos and that he was particularly interested in seeing a detailed inventory of products in the warehouse and a detailed analysis of accounts payable. Kutner said that Robotis told him that [redacted] for Kronos, had prepared a certified financial statement for Kronos. Kutner said that Robotis told him he was interested in a loan of up to a million dollars but that he needed \$650,000 in order to pay off the Bank of Ravenswood note and to have some working capital.

Kutner advised that at this meeting he and Robotis agreed that Kutner would be paid a 5% commission for obtaining a loan. Kutner advised that this was put in writing and that [redacted] Walter Heller, Commercial Loan Department, was also sent a copy of this agreement.

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Kutner advised that after this first meeting Robotis took him to Greek town where he was wine and dined. Kutner advised that this was a good will gesture designed to show that Robotis was well-known and well respected in the Greek community. During dinner Kutner stated that Robotis told him that [redacted] was like a father to him. He told him that [redacted] had bought his home in Skokie for him and had taken his family to Greece. Kutner stated that he accused Robotis of being a con man and asked what this wonderful build up was leading to. Kutner said he repeated the story to Robotis about Joseph Weil, also known as Yellow Kid, an old time con man and how he used to always wine and dine his future victims. Kutner stated that Robotis had laughed and assured Kutner that he wasn't leading up to anything.

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Kutner advised that Robotis never did give him the financial statements or corporate minutes of Kronos. Kutner stated that after 4 to 6 weeks of trying to get the records from Robotis he went to [redacted] for Kronos, for the records. Kutner stated that [redacted] turned down his request for financial statements for the last five years for Kronos; Treasure Island; Harry Robotis and [redacted].

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Kutner stated that he told Robotis that [redacted] wouldn't give him the records. Kutner said that Robotis told him that he didn't have his own copy of the financial statements so that they would have to start from scratch to obtain the records and Robotis asked Kutner if he could recommend a CPA. Kutner said that he wanted the corporate minutes to insure that Kronos was not merely a shell corporation. Kutner stated that since he had seen the impressive inventory of Kronos and since Robotis had told him the accounts receivable (AR's) were current, he felt confident that he could obtain a loan for Robotis.

Kutner advised that around this time [redacted] of Walter Heller made a spot audit of the AR's of Kronos and told Kutner that he would be unable to make a loan to Kronos. He advised Kutner that the AR's were close to \$800,000 and a great deal were past due by six months.

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Kutner advised that he ran into [redacted] a CPA in his building and told him that he needed a bright CPA. [redacted] recommended [redacted] was unable to prepare an audited statement because Kronos had no journal. [redacted] prepared an unaudited statement for a 4 month period ending April 30, 1982 from figures supplied by Robotis. Kutner advised that he did not receive this statement until the middle or end of May, 1982.

Kutner provided a copy of the letter dated April 7, 1982 that he had sent to Harry Robotis confirming the contents of a memorandum of March 29, 1982 which was sent to [redacted] of Walter Heller and Company. He stated the letter refers to his "compensation for loan(s) and his compensation as an ongoing business consultant based on 5% of the Gross Sales Volume of all sources to be paid weekly by Kronos and/or any other company which exists or comes into existence." Kutner stated that Robotis had told Kutner that [redacted] had agreed to this arrangement. Kutner stated that he thought that the gross sales would be about 3 million dollars.

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CG 196C-1988

4

Kutner advised that between April and May he tried to arrange a loan for Kronos with [REDACTED]. He advised that [REDACTED] did a spot audit and turned the deal down. She based her decision on the fact that the Kronos inventory couldn't justify a million dollar loan, the lowest figure that Barclay's Bank works with.

Kutner advised that he became quite angry with Robotis for not disclosing to him the extent of Kronos debts. Kutner claimed he accused him of being a con man and told him that he was tired of his Greek double talk.

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Kutner advised that he doesn't remember how he met [REDACTED] of Associates Commercial Corporation. Kutner stated that [REDACTED] went out to Kronos and began working with Robotis. Kutner stated that [REDACTED] prepared an analysis subject to AR's (over 60 days) being shortened.

Kutner admitted that he never asked if the inventory and AR's of Kronos were already pledged to the Bank of Ravenswood.

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Kutner advised that [REDACTED] prepared a proposal for a revolving loan of \$600,000 secured by AR's and inventory. Kutner advised that this proposal set in motion the idea of forming a new company. The proceeds of the revolving loan were to be used to:

1. Repay present bank working capital loan;
2. Buy-out of capital stock of [REDACTED];
3. Working capital.

International Gourmet would be the new entity and the assets of Kronos would be moved to International Gourmet. Kutner advised that Robotis was excited about the proposition. Kutner stated that Robotis was anxious to be on his own and to start a new company. Kutner stated that Robotis told him that he presented the proposal to [REDACTED] and that they were enthusiastic about the solution to the Kronos problem. Kutner stated that Robotis told he and [REDACTED] not to worry about the debts of Kronos.

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CG 196C-1988

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Kutner advised that he met with [] concerning this proposal. Kutner stated that [] said "Harry is our boy, our son - we want to make sure he succeeds." They said that when the deal was made Harry didn't have to worry about any liabilities of Kronos other than the Bank of Ravenswood loan. Kutner said [] said they'd take care of all debts once the financing of the loan had been arranged.

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Kutner advised that he obtained a charter for International Gourmet and Robotis opened two bank accounts for the new company. Kutner advised that [] the attorney for [] called him and Kutner asked him to send a buy/sell agreement for Kronos. Kutner advised that he sent a summary letter to [] on July 12, 1982 regarding his conversation with [].

Kutner advised that in June of 1982 Harry Robotis asked Kutner if he could get him a \$15,000 loan immediately. Kutner said that Robotis told him that he needed the money for a pepper deal and that he couldn't get any money from [] because they were tapped out and also because they were annoyed with the Kronos situation. Kutner advised that originally he told Robotis that he couldn't help him. Kutner advised that the following day he was meeting Judge Julius Hoffman at Coq D'Or, a bar at the Drake Hotel. Kutner stated that he saw [] (phonetic), a [] at the bar. Kutner advised that he told [] that he had a friend that could pay \$3,000 for the use of \$15,000 for about a month. Kutner stated that [] said he could get the money if Kutner would o.k. the guy. Kutner said he could o.k. Robotis. Kutner stated that [] said he could get the money the following day. Kutner advised that he has known [] for years but that he does not know his true name. Kutner said that the last time he tried to find [] to place a bet on a horse he was told that [] had moved to the west coast. Kutner advised that he got the \$15,000 in cash from [] the following day and that he turned it over to Robotis. Kutner said that he prepared a receipt that Robotis signed when Kutner gave him the money. Kutner stated that he returned the receipt to Robotis when Robotis paid him the \$18,000 in cash about 3 weeks later. Kutner stated that he returned the money

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CG 196C-1988

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to [redacted]. Kutner stated that he did not make any money for arranging this deal. He stated that [redacted] made \$3,000 for loaning \$15,000 to Robotis for 3 weeks.

Kutner stated that in July of 1982 he arranged a second loan for Robotis. Kutner stated that this time the loan was for \$30,000 and that he took out a loan at the Continental Bank using as collateral the money market paper of the Commission for International Due Process of Law. Kutner stated that he and Robotis were now operating as International Gourmet (IG). Kutner stated that this \$30,000 was used to purchase peppers, olives, etc. for IG. Kutner advised that IG had no assets at this time. Kutner stated that Robotis told him that they could make \$12,000 on their \$30,000 investment. Kutner stated that he was paid \$6,000 for arranging this loan. He stated that this fee represented his 50% interest in IG and his \$6,000 a month business consul fee. Kutner advised that Robotis paid off the second loan by the end of July.

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Kutner stated that starting in July he was in daily contact with [redacted], attorney for [redacted]. Kutner stated that on July 19, 1982 [redacted] sent him a copy of a buy/sell agreement. Kutner stated that he rejected it because [redacted] had signed it instead of [redacted]. Kutner stated that he rejected a second buy/sell agreement for the same reason.

Kutner stated that in the end of July Robotis told him that he needed to go to Greece to buy peppers, etc. from [redacted]. He stated that he needed another \$30,000 loan. Kutner stated that he told Robotis that he would not arrange another loan for Robotis unless he received a correctly signed buy/sell agreement from [redacted] for Kronos Imports.

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Kutner stated that on July 29, 1982 Robotis arrived at his office at 5:30 p.m. with the buy/sell agreement. Kutner stated that because of this he agreed to arrange another \$30,000 loan for Robotis. Kutner advised that he felt that this buy/sell agreement was the key to his complaint of fraud. Kutner stated that he felt that the buy/sell agreement was only a ruse to get his \$30,000.

Kutner stated that on August 2, 1982 he took out another loan from Continental Bank and wrote Robotis a check for \$30,000. He advised that Robotis signed a note for this amount. Kutner stated that Robotis took the note to have [redacted] co-sign it and returned it to Kutner on the same day.

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Kutner stated that in November of 1982 he called [redacted] and told her she owed him \$30,000. Kutner said that [redacted] told him that she did not know what he was talking about because she had never signed a \$30,000 note. Kutner stated that he confronted Robotis with this fact but Robotis never admitted to signing [redacted] on the note.

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Kutner advised that he thought that Robotis had taken the \$30,000 in the form of two cashier's checks to Greece which violated Title 31, United States Code, Section 1101. He advised that he has referred this matter to [redacted] of U.S. Customs, telephone number [redacted] since the Federal Bureau of Investigation (FBI) had told him that they do not handle these matters...

Kutner advised that at this time Robotis was renting office space from him for \$500 a month. He stated that Robotis also used a mail service at 105 West Madison Street, Room 1708, Chicago, Illinois as well as his office space at Kronos Importing, Inc.

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Kutner advised that he met [redacted] on numerous occasions during the summer of 1982. Kutner stated that [redacted] confirmed the fact that it was important for Robotis to go to Greece to make purchases for IG as well as Kronos Importing, Inc.

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Kutner advised that Robotis arranged to go to Greece in August of 1982. Before leaving Robotis gave Kutner 5 checks totalling \$6,000. Kutner advised that one \$1,200 check was good but that the remainder bounced. Kutner advised that [redacted] Kronos, called him to tell him that Harry had called and said everything is going great in Greece. Kutner advised that she gave him the number to reach Robotis in Greece. Kutner advised

that he called Robotis and yelled at him for the bad checks. Kutner advised that Robotis said that the bank was wrong. Kutner stated that he told Robotis that the bank had told him that Robotis was overdrawn by \$9 - 10,000 and that they were going to press charges. Robotis said that they had made an error and he'd straighten it out.

Kutner stated that when an exporter buys in a foreign country the government will subsidize the exporter for about 40 days. He stated that the customs brokers pay charges at the customs house and take possession of the goods and ship them to the buyer.

Kutner advised that Robotis made good on the four checks when he returned from Greece. He stated that he earned this \$6,000 fee for the month of August for "watching the store" for Robotis. Kutner stated that he had to handle the problems of Kronos and be in daily contact with American National Bank and Standard National Bank. Kutner advised that Robotis paid the interest of the loan for September, October and November of 1982. He advised the interest was \$350 a month.

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Kutner advised that on September 24, 1982 he had lunch at the Empire Room of the Palmer House with Robotis, [REDACTED]. He advised that at the luncheon Robotis said that while he was gone the office shortened their collections.

Kutner advised that the following day, September 25, 1982, Robotis came into his office and stated that the books are in good shape because Robotis had worked all night changing them. Kutner stated that he told Robotis that he was crazy and that what he was doing was criminal. Kutner advised that he called [REDACTED] and told them to back off because the deal was a fraud.

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Kutner stated that Robotis asked him if he could help him get a loan using the assets of [REDACTED]
1) home; 2) two apartments in Greece; 3) inventory of Kronos. Kutner advised that he attempted to secure a loan for Robotis at the Madison Bank and at the Exchange Bank. He advised that both banks turned him down.

Kutner advised that he continued to deal with Robotis for two reasons: 1) protect his money (\$30,000 loan) and 2) emotional ties to Robotis.

Kutner advised that Robotis paid him \$3,000 or \$4,000 in November of 1982 for ongoing business consulting working. Kutner advised that Robotis was fired from Kronos on December 4, 1982. Kutner advised that he alerted [redacted] that [redacted] and Harry Robotis were looting Kronos and "screwing" IRS and Customs. Kutner advised that he had a series of conversations with Robotis at which time Robotis told him that [redacted] were taking out alot of cash from Kronos. He stated that Robotis told him that he personally had taken \$40,000 a year out of Kronos over and above his salary. Kutner stated that Robotis told him that [redacted] were dividing up about one million dollars a year. Kutner said that Robotis told him that they took the money from cash customers. Kutner stated that Robotis also admitted that the IRS got "screwed" in their settlement with Kronos in May of 1982. Kutner advised that he has referred the IRS matters to IRS Agent [redacted] and [redacted], telephone number [redacted].

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Kutner advised that he filed a civil complaint against Robotis and a conditional judgment was rendered June 10, 1983 stating that Robotis had until August 10, 1983 to produce evidence to the contrary. Kutner advised that final judgment was granted August 10, 1983 and since Robotis didn't oppose it, one "must presume I'm telling the truth."

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Kutner advised that he relied upon the following documents that he received in the mail:

1. Invoices from [redacted].
2. Kronos Importing Company, Inc. purchase order Number 0678 dated October 19, 1982.

Kutner advised that he realized that the purchase order was mailed a couple of months after the loan was made. He stated that it was still a fraud because it lulled him into a false sense of security that Robotis was working to build up IG and that Kronos was going to be a large customer.

Kutner advised that the fact that he was listed as a creditor or Kronos on the assignment for benefit of creditors proved that they recognized him as an employee of Kronos.

Kutner stated that he felt the interview had covered every point of his complaint. He provided his file to the FBI so that copies could be made of all pertinent documents. He stated that his memorandum and diary of time sent to [] would probably answer any further questions.

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Kutner advised that he would look for his telephone records reflecting the calls to Greece which is the basis for his Fraud by Wire complaint.

Kutner advised that no one else was present when he discussed matters concerning altering the books with Robotis nor was any one else present during the majority of his conversations with Robotis.

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Kutner stated he has no proof that Robotis took cashier's checks to Greece. Kutner stated he also has no proof that Robotis altered the books of Kronos or that [] and Robotis took cash out from Kronos.

Kutner advised that the fraud perpetrated against him was a Greek mosaic and that although there were no other witnesses that he feels that the whole thing was a Fraud by Wire set up to steal \$30,000 from him.

Kutner advised that he would be 76 on his next birthday.

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196 B-1588-17

SEARCHED	INDEXED
SERIALIZED	FILED
SEP 26 1983	
FBI - CHICAGO	
[Redacted Box] Q/K	

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196B-1984-18

SEARCHED	INDEXED
SERIALIZED	FILED
SEP 21 1983	
FBI - [redacted]	

DRS

[Faint, mostly illegible text body consisting of several paragraphs]

LAW FIRM OF
LUIS KUTNER

WORLD TRADE DIVISION

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TELEPHONE STATE 2-1946
CABLE: LUKUT

BANKERS BLDG.
23RD FLOOR
105 WEST ADAMS STREET
CHICAGO 60603

September 21, 1983

Dear AGENTS [] and []:

My very alert secretary found the attached file stuck on one of my shelves.

very helpful.

I believe it can be

I am enclosing three Cashier's Check, all dated August 4, 1982, as follows:

Check No.	Amount
1049879	\$ 4,080.00
1049880	4,080.00
1049881	3,245.60

You will note that they are made out to the NATIONAL BANK OF GREECE. These were payments for shipments for INTERNATIONAL GOURMET in which I was to have a HALF INTEREST. All of these shipments were illegally converted to HARRY ROBOTIS and/or KRONOS.

The rest of the FILE indicates further aspects of my role with INTERNATIONAL GOURMET and I note that I was a NOMINAL SECRETARY for INTERNATIONAL GOURMET IMPORTS.

You will also kindly note the role of FARRELL LINES that the BANK OF GREECE also notified INTERNATIONAL GOURMET that they were authorized to receive collection for certain shipments, all of which were converted by HARRY ROBOTIS and/or KRONOS.

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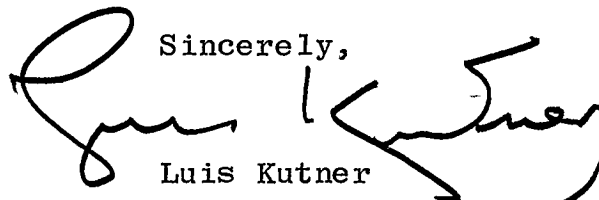
You will also kindly note the handwritten note of [] She refers to shipments for INTERNATIONAL GOURMET.

I also call your attention to the BILLS OF LADING made out to INTERNATIONAL GOURMET. These shipments were also converted, I believe, by ROBOTIS and/or KRONOS.

September 21, 1983
Page 2

The pattern of FRAUD and
CONVERSION began, I presume, sometime in JULY of 1982, when
I made the FIRST LOAN to ROBOTIS for \$30,000.00.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Luis Kutner', written in a cursive style.

Luis Kutner

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LK/m
Enclosures

Agent
Agent
Federal Bureau of Investigation
219 South Dearborn St.
Chicago, IL

A large, stylized handwritten flourish or signature, possibly a continuation of the name 'Luis Kutner', written in dark ink.

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196C-6588-19

SEARCHED.....	INDEXED.....
SERIALIZED <i>ME</i>	FILED <i>ME</i>
SEP 26 1983	
FBI - CHICAGO	
	<i>18/85</i>

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1962-1987-21

SEARCHED	INDEXED
SERIALIZED	FILED
SEP 29 1983	
GO	
KMS	

September 23, 1983

Mr. Luis Kutner
Law Firm of Luis Kutner
23rd Floor
Bankers Building
105 West Adams Street
Chicago, Illinois 60603

Dear Mr. Kutner:

Your August 11th and 26th letters to Judge Webster have been brought to my attention.

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With regard to your statement that Special Agent [] failed to understand your complaint, this matter has been reviewed and there is no indication that Special Agent [] did not understand. The facts you furnished to her, as well as the information furnished during your September 8th interview with Supervisory Special Agent [] and Special Agent [] were both relayed to Assistant United States Attorney [] in Chicago. I have been told that [] has again reviewed your complaint and has declined to initiate prosecution in this matter.

In your letter of August 26th you referred to a matter involving []. You have not provided enough background information for us to determine if this involves a violation of Federal law within the FBI's jurisdiction. You may, therefore, wish to furnish additional information in this regard to our Chicago Office.

Sincerely yours,

Oliver B. Revell
Assistant Director
Criminal Investigative Division

① - Chicago - Enclosures (2)

156 34 1093
JAN 11 1984

LAW FIRM OF
LUIS KUTNER

TELEPHONE STATE 2-1946
CABLE: LUKUT

BANKERS BLDG.
23RD FLOOR
b6 105 WEST ADAMS STREET
b7C CHICAGO 60603

August 11, 1983

Re: HARRY B. ROBOTIS
[REDACTED]
[REDACTED]

Dear Mr. Revell: Yours of AUGUST 5, 1983,
refers to my letters sent
to JUDGE WEBSTER on JULY 12 and JULY 14, 1983.

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The AGENT PERSONNEL who
failed to grasp or comprehend the irrefutable facts
of a SCAM in violation of the FEDERAL STATUTES had been
re-referred to AGENT [REDACTED]

The SIMPLE FACTS are:

(1) [REDACTED] entered
into a fraudulent BUY-SELL AGREEMENT with ROBOTIS as one
element to induce me to loan-invest with ROBOTIS.

(2) I was induced by their
representations that KRONOS had only one payable debt
which was to the BANK OF RAVENSWOOD in the amount of
approximately \$425,000.

(3) The facts which have
since developed through the quasi-bankruptcy proceeding
of the "ASSIGNMENT FOR THE BENEFIT OF CREDITORS" discloses
that KRONOS had PAYABLES of \$1,261,000 and ASSETS of some
\$467,000 which were principally inventory.

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(4) ROBOTIS forged [REDACTED]
name to the JUDGMENT NOTE for my \$30,000 check of LOAN INVEST-
MENT.

(5) Pursuant to the BUY-SELL
AGREEMENT, ROBOTIS rented space in my office as further
evidence of the scheme to defraud.

August 11, 1983
Page Two

(6) ROBOTIS used interstate wires and international wires as part of the scheme to convince me as to the success of purchasing in GREECE.

(7) [] repeatedly assured me that [] was doing great business of buying which would make the new company very successful.

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(8) I was induced to obtain a PASSPORT to stand ready to join ROBOTIS in GREECE.

(9) [] repeatedly assured me that they were behind ROBOTIS.

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(10) The ASSIGNMENT FOR THE BENEFIT OF CREDITORS enabled [] and ROBOTIS to extinguish the PAYABLE LIABILITY of KRONOS and to buy in at the sale by using the fiction of their LAWYERS to make a bid of \$35,000 to enable them to pick up assets of some \$467,000. The nature of the sale enabled [] and ROBOTIS to buy the assets for ONE-FOURTH of the bid sale price of \$35,000.

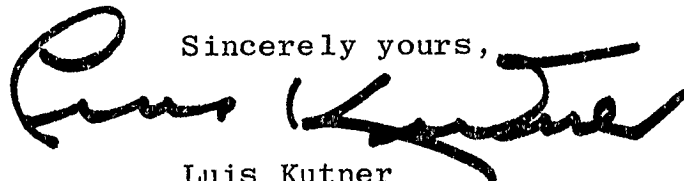
The IRS has already interviewed me with reference to the alleged wrongful acts of the above-captioned which may support the violation of the TAX LAWS of the UNITED STATES.

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I regret to say that I have a severe PERSONALITY CLASH with AGENT [] and cannot accept her casual noncomprehending manner of the investigation.

I would appreciate your cooperation.

Sincerely yours,



Luis Kutner

LK/m

Mr. Oliver B. Revell
Assistant Director
Criminal Investigative Division
U.S. Department of Justice
Federal Bureau of Investigation
Washington, DC 20535

LAW FIRM OF
LUIS KUTNER

TELEPHONE STATE 2-1946
CABLE: LUKUT

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BANKERS BLDG.
23RD FLOOR
105 WEST ADAMS STREET
CHICAGO 60603

August 26, 1983

RE:

Dear JUDGE WEBSTER:

believes that
in my previous correspondence
to you (August 11, 1983), I
did not reflect his correct position.

He states his position as
follows:

"The correct position is that both of us were together exploring the possibilities of instituting a lawsuit against the Indian Authorities for a substantial amount of damages, for their wrongful actions, defamation, etc. On account of the substantial expenses envisaged and the international exposure the matter would receive and compel the Indian Government to make a public stand on Foreign Forces operating in India and the resultant International repercussions, we thought that an action of this nature would require substantial financial assistance which perhaps the FBI/CIA, could extend, as they could benefit by the information flowing through and out of the legal process etc.

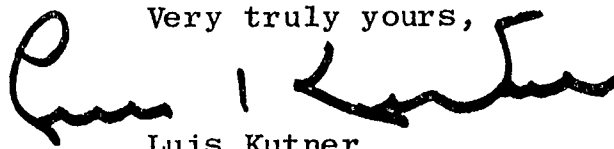
Full details of this episode has already been covered in my PROFILE which was sent to you at the end of 1981, by my attorneys here. You will note from Section 6 of the PROFILE that of "INDIA TODAY" also hinted in his letter of June 20, 1981 about my knowledge and or "Connections" with foreign forces at work in India, to which I firmly contradicted in my reply/rejoinder of August 27, 1981. An abridged and watered-down version of my above mentioned letter to was published in "INDIA TODAY" on October 15, 1981.

I would therefore suggest that you write another letter to the Honorable Justice Webster and correct any misconceptions that your earlier letter may have caused in the matter, and send me a copy of the same."

LK/m

Hon. William Webster
U.S. Department of Justice
Edgar J. Hoover Bldg.
Washington, DC 20535

Very truly yours,



Luis Kutner

cc:

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b7C



U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to
File No. 196C-1988

219 South Dearborn Street
Chicago, Illinois 60604
September 22, 1983

Honorable Dan K. Webb
United States Attorney
Department of Justice
Fifteenth Floor - South
Everett McKinley Dirksen Building
219 South Dearborn Street
Chicago, Illinois 60604

Attention: Assistant United States Attorney
Ira Raphaelson

Re: HARRY V. ROBOTIS

Dear Mr. Webb:

This letter is to confirm the conversations
between Assistant United States Attorney (AUSA) [redacted]
[redacted] of your office and Special Agents (SAs)
[redacted] of our office
on September 12, 1983 and September 22, 1983. On
those dates SAs [redacted] and [redacted] advised AUSA [redacted]
of the following facts:

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Enclosed for the U.S. Attorney's office are
copies of the following FD-302's reflecting interviews
of:

1. Luis Kutner on 6/23/83;
2. [redacted] on 7/14/83;
3. Harry Robotis on 8/31/83;
4. Luis Kutner on 9/8/83.

2 - Addressee

① - Chicago

DRS/nd
Encl

(3)

Can

196C-1988-22
SEARCHED
SERIALIZED
INDEXED
FILED

Also enclosed for the U.S. Attorney's Office are copies of the following documents provided by Luis Kutner:

- b6
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1. Memorandum prepared by Kutner.
 2. Letter from Kutner to Robotis dated 4/7/82.
 3. Letter from [redacted] to Kutner dated 4/28/82.
 4. Letter from Kutner to Robotis dated 5/6/82.
 5. Letter from Kutner to Robotis dated 6/8/82.
 6. Letter from [redacted] to Kutner dated 6/18/82.
 7. Revolving loan plan prepared by [redacted]
 8. Letter to [redacted] from Kutner dated 7/12/82.
 9. Letter of intent dated 7/29/82 sent to Robotis.
 10. August 2, 1982 \$30,000 note and check number 13796 for \$30,000 from Kutner to Robotis.
 11. Packet of invoices.
 12. Purchase order number 0678.
 13. Letter to [redacted] from Kutner dated 1/10/83.
 14. Letter to [redacted] from Kutner dated 1/19/83.
 15. Letter to [redacted] from Kutner dated 1/20/83.
 16. Personal financial statement of Robotis.
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On September 8, 1983, Luis Kutner, 105 West Adams Street, Chicago, Illinois, 60603, telephone number (312) STATE 2-1946, was reinterviewed regarding his complaint that he had been a victim of a "scam" perpetrated by Harry V. Robotis. Kutner advised that in February of 1982 Robotis contacted him concerning the possibility of obtaining a \$650,000 loan for Kronos Importing Company. Kutner advised that Robotis told him that he was President of Kronos, a subsidiary of Treasure Island, Inc., of which

[redacted]
Kutner advised that Robotis told him that Kronos had only one outstanding debt, a \$500,000 loan owed to the Bank of Ravenswood. Kutner stated that he felt confident that he could arrange such a loan for Robotis. For his efforts, Kutner was to receive a percentage of the loan obtained. Kutner advised that he contacted Walter Heller and Company and that they sent [redacted] to do a spot audit. Kutner advised that this spot audit revealed that Kronos was "very badly managed and had aged accounts receivable beyond six months and that the assets of inventory and accounts receivable did not justify any credit whatsoever, no matter what the amount."

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Kutner advised that he was angry with Robotis for not giving him the true and complete financial situation of Kronos yet he continued to try and arrange a loan for Kronos.

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Eventually [] of Associates Commercial Corporation prepared a proposal for a revolving loan of \$600,000 secured by the accounts receivable and inventory of Kronos. Kutner advised that in order for this proposal to be accepted, Robotis decided to buy Kronos from [] and to start a new company, International Gourmet, with the assets of Kronos. Kutner and Robotis were going to be full partners in International Gourmet.

Kutner advised that in June of 1982 Robotis told him he needed \$15,000 immediately for a pepper deal in Indiana. Robotis told Kutner he could afford to pay \$3,000 for the use of the money for a month. Kutner advised that he was able to get \$15,000 in cash in the form of a juice loan from [] acquaintance of his. Kutner advised that Robotis paid him back the \$18,000 within the month and that he turned the money over to [] in cash.

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In July, 1982, Kutner advised that he arranged a second loan for Robotis. This time the loan was for \$30,000 and was arranged through the Continental Bank. Kutner advised that Robotis paid back this second loan.

Kutner advised that in the end of July, 1982 Robotis requested another \$30,000 loan. Kutner advised that he would not loan Robotis the money unless the buy/sell agreement for Kronos had been signed by []. The agreement was signed July 30, 1983 and Kutner arranged the \$30,000 loan. Kutner claimed that [] never intended to sell Kronos and that this buy/sell agreement was a fraud. Kutner stated that he relied upon this to make his \$30,000 investment.

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Kutner advised that conversations that he had with Robotis while he was in Greece lulled him into a false sense of security that his investment was safe and that it was being used for International Gourmet as they had discussed. Kutner advised that when Robotis returned from Greece he told Kutner that he had altered the books to make the accounts receivable look like they were no longer delinquent so that [] would give them the loan. Kutner advised that he told [] to back away from the deal because it was a fraud.

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Kutner advised that he still continued to try to arrange financing for Robotis. Kutner advised that he did receive money from Robotis after making the \$30,000 investment. Kutner stated that for his business consulting he was to be paid \$6,000 a month and that this money was salary, not repayment of the loan.

Kutner advised that he received a purchase order in October of 1982 through the mail. He stated that this too lulled him into a false sense of security concerning his loan because it showed that International Gourmet was doing business with Kronos Importing.

Kutner advised that he feels that he has been the victim of a \$30,000 mail and wire fraud.

Based on the facts presented to him, AUSA [] [] advised that he is recommending that prosecution be declined in this case because there is no evidence of a violation of Title 18, United States Code, over which the Federal Bureau of Investigation (FBI) has jurisdiction. He advised that the FBI had been correct in advising Kutner to pursue his civil alternatives. [] advised that since Kutner has obtained a judgment against Robotis that this matter will be handled where it should be, in civil court. He advised that Kutner, a well educated international attorney, had been put on notice of the poor financial situation of Kronos by [] of Walter Heller months before making the loans to Robotis. He advised that the calls to Greece and the purchase order may have lulled him into a somewhat false sense of security but that by his own admission Kutner had been lied to on numerous occasions by Robotis prior to making the loans.

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[] advised that there is no proof that [] did not intend to make good on their buy/sell agreement because the financing was never arranged.

Luis Kutner has referred his allegation to U.S. Customs that Robotis violated Title 31, United States Code, Section 1101, when he took about \$30,000 in the form of two cashier's checks to Greece in August of 1982. Kutner stated that he knows that Robotis converted his \$30,000 loan into two cashier's checks. Kutner advised that he has referred his allegations to IRS Agents that Robotis altered the Kronos books and that Robotis and [] took large amounts of cash from Kronos.

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Kutner stated that Robotis admitted to him that he both altered the books and took cash from Kronos. The alleged admissions of Robotis took place during private conversations that were not monitored.

In view of the above stated facts, no further investigation is being conducted by this office.

Very truly yours,

EDWARD D. HEGARTY
Special Agent in Charge

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By:

Supervisory Special Agent

X Airtel

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9/28/83

TO: DIRECTOR, FBI
(Attention: Bureau Supervisor [redacted]
CID, White Collar Crime)

FROM: SAC, CHICAGO (196C-1988) (Closed) (Squad 7C)

HARRY V. ROBOTIS;
LUIS KUTNER - COMPLAINANT;
POSSIBLE FBW;
OO: CHICAGO

Re Chicago teletype to Director dated 9/1/83.

Enclosed for the Bureau are copies of the
following FD-302's:

1. Interview of [redacted] on 7/14/83;
2. Interview of Harry Robotis on 8/31/83;
3. Interview of Luis Kutner on 9/8/83;
4. Confirmation of declination letter dated
9/22/83.

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AUSA [redacted] declined prosecution in
the above captioned matter.

Thus, this matter is being closed in Chicago.

2 - Bureau (Encl 4)
1 - Chicago
DRS/ns

DRS (3) [initials]

196C-1988-23

FEDERAL BUREAU OF INVESTIGATION

1Date of transcription 10/4/83

All documents provided by Luis Kutner to aid in the Federal Bureau of Investigation (FBI) investigation concerning his allegations against Harry Robotis were returned in person to him at his law office located at 105 West Adams Street, Suite 2370, Chicago, Illinois 60603, telephone number (312) 782-1946.

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Investigation on 9/27/83 at Chicago, Illinois File # Chicago 196C-1988-24
by SSA [redacted] and SA [redacted] DRS/ns Date dictated 10/3/83

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156C-15PP-24

SEARCHED	INDEXED
SERIALIZED	FILED
OCT 4 1983	
FD-302 (Rev. 11-27-70)	
	ORS